

<i>SERFF Tracking Number:</i>	<i>PRGS-125883858</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Progressive Northwestern Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-PNWIC-PCEPL-IF-01/08</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1010 Employment Practices Liability</i>
<i>Product Name:</i>	<i>Private Company Employment Practices Liability Program <250 Employees</i>		
<i>Project Name/Number:</i>	<i>AR-PNWIC-PCEPL-IF-01/08/</i>		

Filing at a Glance

Company: Progressive Northwestern Insurance Company

Product Name: Private Company Employment Practices Liability Program <250 Employees

TOI: 17.1 Other Liability - Claims Made Only

Sub-TOI: 17.1010 Employment Practices Liability

Filing Type: Form

SERFF Status: Closed

Co Tr Num: AR-PNWIC-PCEPL-IF-01/08

Co Status:

State Tr Num: EFT \$50

State Status: Fees verified and received

Reviewer(s): Betty Montesi, Edith Roberts

Authors: Plg Com1, Plg Com2, Plg Com3, Plg Com4, Plg Com 5, Plg Com 6, Plg Com7

Date Submitted: 11/03/2008

Disposition Date: 12/02/2008

Disposition Status: Approved

Effective Date Requested (New): 12/05/2008

Effective Date Requested (Renewal): 12/05/2008

Effective Date (New):

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: AR-PNWIC-PCEPL-IF-01/08

Project Number:

Reference Organization: N/A

Reference Title: N/A

Filing Status Changed: 12/02/2008

State Status Changed: 12/02/2008

Corresponding Filing Tracking Number: Drawer Filing

Filing Description:

Re: Progressive Northwestern Insurance Company

NAIC No. 155-42919 FEIN No. 91-1187829

Private Company Employment Practices Liability Insurance Program (PCEPL)

Line of Business – 17 – Other Liability

Initial Form Filing

Status of Filing in Domicile: Authorized

Domicile Status Comments:

Reference Number: N/A

Advisory Org. Circular: N/A

Deemer Date:

SERFF Tracking Number: PRGS-125883858 State: Arkansas
Filing Company: Progressive Northwestern Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AR-PNWIC-PCEPL-IF-01/08
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
Product Name: Private Company Employment Practices Liability Program <250 Employees
Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

Company Filing # - AR-PNWIC-PCEPL-IF-01/08

Dear Ms. Bowman:

We are pleased to submit for your review and approval our Initial Form filing for the above-captioned program. This product is not a revision or new derivation of any Employment Practices product currently offered by this company under its Community Bank program. This product is entirely separate and will be marketed to small to medium-sized non-banking businesses. The form filing memorandum included offers further background on the specifics of this product. A rate filing (AR-PNWIC-PCEPL-IRR-01/08) is a drawer filing as rates are no file.

To the best of our knowledge, this filing is in compliance with State and Insurance Department laws and regulations. We have not knowingly violated any regulations concerning this type of insurance.

This is an independent filing that is being submitted on a "prior approval" basis and is approved in our domicile state, Ohio. We request an effective date of 12/05/2008 or upon approval, whichever is earlier. Enclosed are any required transmittal forms and any required fees.

Your earliest review and approval is appreciated. If you have any questions or concerns, please contact me at (800) 274-5222, extension 37545 or e-mail me at vicki_hartman@progressive.com.

Company and Contact

Filing Contact Information

Vicki Hartman, Compliance Specialist vicki_hartman@progressive.com
5910 Landerbrook Dr (440) 603-7545 [Phone]
Mayfield Heights, OH 44124

Filing Company Information

Progressive Northwestern Insurance Company	CoCode: 42919	State of Domicile: Ohio
6300 Wilson Mills Road	Group Code: 155	Company Type:
Mayfield Village, OH 44143	Group Name:	State ID Number:
(440) 461-5000 ext. [Phone]	FEIN Number: 91-1187829	

SERFF Tracking Number: PRGS-125883858 State: Arkansas
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Product Name: Private Company Employment Practices Liability Program <250 Employees
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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Progressive Northwestern Insurance Company	\$50.00	11/03/2008	23658538

SERFF Tracking Number: PRGS-125883858 State: Arkansas
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Company Tracking Number: AR-PNWIC-PCEPL-IF-01/08
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
Product Name: Private Company Employment Practices Liability Program <250 Employees
Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	12/02/2008	12/02/2008

SERFF Tracking Number: *PRGS-125883858* *State:* *Arkansas*
Filing Company: *Progressive Northwestern Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AR-PNWIC-PCEPL-IF-01/08*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1010 Employment Practices Liability*
Product Name: *Private Company Employment Practices Liability Program <250 Employees*
Project Name/Number: *AR-PNWIC-PCEPL-IF-01/08/*

Disposition

Disposition Date: 12/02/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: PRGS-125883858 State: Arkansas
Filing Company: Progressive Northwestern Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AR-PNWIC-PCEPL-IF-01/08
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
Product Name: Private Company Employment Practices Liability Program <250 Employees
Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Form Index	Approved	Yes
Supporting Document	Form Filing Memorandum	Approved	Yes
Form	Employment Practices Liability Insurance-Declarations Page	Approved	Yes
Form	Employment Practices Liability Insurance Policy	Approved	Yes
Form	Employment Practices Liability Insurance Application	Approved	Yes
Form	Employment Practices Liability Insurance Claim Supplement Application	Approved	Yes
Form	Employment Practices Liability Insurance Reduction in Force Supplement Application	Approved	Yes
Form	Employment Practices Liability Insurance-Increased Limits or Coverage Enhancements Supplement Application	Approved	Yes
Form	Amendment to Declarations Page-Any Item	Approved	Yes
Form	Amendment to Declarations Page-Change Limit of Liability	Approved	Yes
Form	Amendment to Declarations Page-Change Name and/or Address	Approved	Yes
Form	Amendment to Declarations Page-Change Prior and Pending Litigation Date	Approved	Yes
Form	Amendment to Declarations Page-Change Retroactive Date	Approved	Yes
Form	Amendment to Declarations Page-Deletion of Endorsement	Approved	Yes
Form	Amendment to Declarations Page-Extend Policy Period	Approved	Yes
Form	Amendment to Declarations Page-Modify Retention	Approved	Yes
Form	Amendment to Dec Page-Named Insured	Approved	Yes
Form	Modification to Section X.B. - Acquisitions	Approved	Yes

SERFF Tracking Number: PRGS-125883858 State: Arkansas
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Company Tracking Number: AR-PNWIC-PCEPL-IF-01/08
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
Product Name: Private Company Employment Practices Liability Program <250 Employees
Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

Form	Additional Defense Limit of Liability Endorsement	Approved	Yes
Form	Agreement to Implement Loss Prevention	Approved	Yes
Form	Modification to Section VIII.C.-Amend Cancellation Notice	Approved	Yes
Form	Modification to Section VIII.E.-Amend Nonrenewal Notice	Approved	Yes
Form	Cancellation Endorsement	Approved	Yes
Form	Modification to Section VI-Choice of Legal Counsel	Approved	Yes
Form	Coinsurance (Third Party) Endorsement	Approved	Yes
Form	Coinsurance Endorsement	Approved	Yes
Form	Modification to Section VI-Consent to Legal Counsel	Approved	Yes
Form	Consent to Settlement Provision (Specified Amount)	Approved	Yes
Form	Defense Outside the Limits of Liability Endorsement	Approved	Yes
Form	Deletion of Duty to Defend Coverage	Approved	Yes
Form	Independent Contractor Coverage	Approved	Yes
Form	Notice of Claims and Potential Claims-Change Notice Requirement	Approved	Yes
Form	Notice of Claims and Potential Claims-Eliminate 60 Day Requirement	Approved	Yes
Form	Purchase of Extended Reporting Period	Approved	Yes
Form	Modification to Section II-Retroactive Date Endorsement	Approved	Yes
Form	Modification to Section VI-Consent to Settlement Provision (Reduction of Retention)	Approved	Yes
Form	Modification to Section VII-Notice of Claims and Potential Claims Early Claim Reporting	Approved	Yes
Form	Modification to Section VIII-Authority, Cancellation or Nonrenewal-Non-Cancellation Endorsement	Approved	Yes

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TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
Product Name: Private Company Employment Practices Liability Program <250 Employees
Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

Form	Deletion of Fair Labor Standards Act Coverage	Approved	Yes
Form	Exclusion (Franchise)	Approved	Yes
Form	Exclusion (Gender compensation/Advancement)	Approved	Yes
Form	Exclusion (Individual)	Approved	Yes
Form	Exclusion (Interested Party)	Approved	Yes
Form	Exclusion (Leased Employee)	Approved	Yes
Form	Exclusion (Partnership/Principal /Owner)	Approved	Yes
Form	Exclusion (Past Acts Specific Entity)	Approved	Yes
Form	Exclusion (Physician/Doctor)	Approved	Yes
Form	Exclusion (Punitive Damages)	Approved	Yes
Form	Exclusion (Reduction in Force)	Approved	Yes
Form	Exclusion (Specific Question)	Approved	Yes
Form	Exclusion (Subsidiary)	Approved	Yes
Form	Exclusion (Brought by Or On Behalf Of)	Approved	Yes
Form	Modification to Section I-Insuring Agreement	Approved	Yes
Form	Modification to Section II-Full Prior Acts Coverage Provision	Approved	Yes
Form	Modification to Section III-Definitions	Approved	Yes
Form	Modification to Section IV-Exclusions	Approved	Yes
Form	Modification to Section V-Limit of Liability and Retentions	Approved	Yes
Form	Modification to Section VI-Defense and Settlement	Approved	Yes
Form	Modification to Section VII-Notice of Claims and Potential Claims	Approved	Yes
Form	Modification to Section VIII-Authority, Cancellation or Non-Renewal	Approved	Yes
Form	Modification to Section IX-Extended Reporting Period	Approved	Yes
Form	Modification to Section X-General Conditions	Approved	Yes
Form	Modification to Any Section	Approved	Yes

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Company Tracking Number: AR-PNWIC-PCEPL-IF-01/08
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Product Name: Private Company Employment Practices Liability Program <250 Employees
Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

Form Amendatory Endorsement Approved Yes

SERFF Tracking Number: PRGS-125883858 State: Arkansas

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TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability

Product Name: Private Company Employment Practices Liability Program <250 Employees

Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Employment Practices Liability Insurance-Declarations Page	e2011	01/08	Declaration New s/Schedule		0.00	e2011 (01-08) PNWIC - Final-Dec Page-AS.pdf
Approved	Employment Practices Liability Insurance Policy	e3011	01/08	Policy/CoveNew rage Form		0.00	e3011 (01-08) PNWIC - Final-Policy.pdf
Approved	Employment Practices Liability Insurance Application	e1011	02/07	Application/ New Binder/Enro llment		0.00	e1011 PNWIC- Prog EPLI Application.pdf
Approved	Employment Practices Liability Insurance Claim Supplement Application	e1012	02/07	Application/ New Binder/Enro llment		0.00	e1012 PNWIC - Prog Claim Supplement.pdf
Approved	Employment Practices Liability Insurance Reduction in Force Supplement Application	e1013	02/07	Application/ New Binder/Enro llment		0.00	e1013 PNWIC - Prog RIF Supplement.pdf
Approved	Employment Practices Liability Insurance-Increased Limits or Coverage Enhancements Supplement	e1014	02/07	Application/ New Binder/Enro llment		0.00	e1014 PNWIC - Increased Limits Application.pdf

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Company Tracking Number: AR-PNWIC-PCEPL-IF-01/08
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
Product Name: Private Company Employment Practices Liability Program <250 Employees
Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

Application

Approved	Amendment to Declarations Page-Any Item	e2021	01/08	Endorseme New nt/Amendm ent/Condi tions	0.00	e2021 (01- 08) PNWIC - Amend to Dec (Any Item).pdf
Approved	Amendment to Declarations Page-Change Limit of Liability	e2022	01/08	Endorseme New nt/Amendm ent/Condi tions	0.00	e2022 (01- 08) PNWIC - Amend to Dec (Limit).pdf
Approved	Amendment to Declarations Page-Change Name and/or Address	e2023	01/08	Endorseme New nt/Amendm ent/Condi tions	0.00	e2023 (01- 08) PNWIC - Amend to Dec (Name and Address).pdf
Approved	Amendment to Declarations Page-Change Prior and Pending Litigation Date	e2024	01/08	Endorseme New nt/Amendm ent/Condi tions	0.00	e2024 (01- 08) PNWIC - Amend to Dec (Pending and Prior).pdf
Approved	Amendment to Declarations Page-Change Retroactive Date	e2025	01/08	Endorseme New nt/Amendm ent/Condi tions	0.00	e2025 (01- 08) PNWIC - Amend to Dec (Retroactive Date).pdf
Approved	Amendment to Declarations Page-Deletion of Endorsement	e2026	01/08	Endorseme New nt/Amendm ent/Condi tions	0.00	e2026 (01- 08) PNWIC - Amend to Dec 01-08 (Deletion of End.).pdf
Approved	Amendment to Declarations	e2027	01/08	Endorseme New nt/Amendm	0.00	e2027 (01- 08) PNWIC -

SERFF Tracking Number: PRGS-125883858 State: Arkansas

Filing Company: Progressive Northwestern Insurance Company State Tracking Number: EFT \$50

Company Tracking Number: AR-PNWIC-PCEPL-IF-01/08

TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability

Product Name: Private Company Employment Practices Liability Program <250 Employees

Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

	Page-Extend Policy Period			ent/Condi tions		Amend to Dec (Policy Period).pdf
Approved	Amendment to Declarations Page-Modify Retention	e2028	01/08	Endorseme New nt/Amendm ent/Condi tions	0.00	e2028 (01- 08) PNWIC - Amend to Dec (Retention).p df
Approved	Amendment to Dec Page-Named Insured	e2029	01/08	Endorseme New nt/Amendm ent/Condi tions	0.00	e2029 (01- 08) PNWIC - Named Insured.pdf
Approved	Modification to Section X.B. - Acquisitions	e4001	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00	e4001 PNWIC - Acquisitions- Mod to Sec X.B.pdf
Approved	Additional Defense Limit of Liability Endorsement	e4002	01/08	Endorseme New nt/Amendm ent/Condi tions	0.00	e4002 (01- 08) PNWIC - Add'al Def Limit of Liab.pdf
Approved	Agreement to Implement Loss Prevention	e4003	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00	e4003 PNWIC - Agreement to Implement Loss Prevention.p df
Approved	Modification to Section VIII.C.- Amend Cancellation Notice	e4004	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00	e4004 PNWIC - Amend Cancellation Notice.pdf
Approved	Modification to Section VIII.E.- Amend	e4006	02/07	Endorseme New nt/Amendm ent/Condi	0.00	e4006 PNWIC - Amend

SERFF Tracking Number: PRGS-125883858 State: Arkansas
 Filing Company: Progressive Northwestern Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AR-PNWIC-PCEPL-IF-01/08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
 Product Name: Private Company Employment Practices Liability Program <250 Employees
 Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

	Nonrenewal Notice			ons		Nonrenewal Notice.pdf
Approved	Cancellation Endorsement	e4007	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00	e4007 PNWIC - Cancellation Endorsemen t.pdf
Approved	Modification to Section VI- Choice of Legal Counsel	e4008	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00	e4008 PNWIC - Choice of Legal Counsel.pdf
Approved	Coinsurance (Third Party) Endorsement	e4009	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00	e4009 PNWIC - Coinsurance (Third- Party).pdf
Approved	Coinsurance Endorsement	e4010	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00	e4010 PNWIC - Coinsurance Endorsemen t.pdf
Approved	Modification to Section VI- Consent to Legal Counsel	e4011	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00	e4011 PNWIC - Consent to Legal Counsel.pdf
Approved	Consent to Settlement Provision (Specified Amount)	e4012	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00	e4012 PNWIC - Consent to Settlement (Specified Amt).pdf
Approved	Defense Outside the Limits of Liability Endorsement	e4013	01/08	Endorseme New nt/Amendm ent/Condi tions	0.00	e4013 (01- 08) PNWIC - Final-Def Outside.pdf
Approved	Deletion of Duty	e4014	01/08	Endorseme New	0.00	e4014 (01-

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TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
Product Name: Private Company Employment Practices Liability Program <250 Employees
Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

	to Defend Coverage			nt/Amendment/Conditions		08) PNWIC - Deletion of Duty to Def Cov.pdf
Approved	Independent Contractor Coverage	e4015	01/08	Endorsement/New nt/Amendment/Conditions	0.00	e4015 (01-08) PNWIC - Independent Contractor Cov.pdf
Approved	Notice of Claims and Potential Claims-Change Notice Requirement	e4016	02/07	Endorsement/New nt/Amendment/Conditions	0.00	e4016 PNWIC - Notice of Claim (Change Notice).pdf
Approved	Notice of Claims and Potential Claims-Eliminate 60 Day Requirement	e4017	02/07	Endorsement/New nt/Amendment/Conditions	0.00	e4017 PNWIC - Notice of Claim (Eliminate 60 day).pdf
Approved	Purchase of Extended Reporting Period	e4018	02/07	Endorsement/New nt/Amendment/Conditions	0.00	e4018 PNWIC - Purchase of Extended Reporting Period.pdf
Approved	Modification to Section II- Retroactive Date Endorsement	e4019	01/08	Endorsement/New nt/Amendment/Conditions	0.00	e4019 01-08 PNWIC - Retroactive Date Endorsement Final.pdf
Approved	Modification to Section VI- Consent to Settlement Provision	e4020	01/08	Endorsement/New nt/Amendment/Conditions	0.00	e4020 (01-08) PNWIC - Consent to Settle (Retention

SERFF Tracking Number: PRGS-125883858 State: Arkansas

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Product Name: Private Company Employment Practices Liability Program <250 Employees

Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

	(Reduction of Retention)					Reduction).pdf
Approved	Modification to Section VII- Notice of Claims and Potential Claims Early Claim Reporting	e4021	01/08	Endorsement/Amendment/Conditions	0.00	e4021 (01-08) PNWIC - Early Claim Reporting.pdf
Approved	Modification to Section VIII- Authority, Cancellation or Nonrenewal-Non-Cancellation Endorsement	e4022	01/08	Endorsement/Amendment/Conditions	0.00	e4022 (01-08) PNWIC - Cancellation NPP.pdf
Approved	Deletion of Fair Labor Standards Act Coverage	e4023	01/08	Endorsement/Amendment/Conditions	0.00	e4023 01-08 PNWIC - Deletion of FLSA Coverage.pdf
Approved	Exclusion (Franchise)	e4501	02/07	Endorsement/Amendment/Conditions	0.00	e4501 PNWIC - Exclusion (Franchise).pdf
Approved	Exclusion (Gender compensation/Advancement)	e4502	02/07	Endorsement/Amendment/Conditions	0.00	e4502 PNWIC - Exclusion (Gender Compensation).pdf
Approved	Exclusion (Individual)	e4503	01/08	Endorsement/Amendment/Conditions	0.00	e4503 (01-08) PNWIC - Exclusion (Individual).pdf
Approved	Exclusion	e4504	02/07	Endorsement/Amendment/Conditions	0.00	e4504 -

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Product Name: Private Company Employment Practices Liability Program <250 Employees
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(Interested Party)				nt/Amendm ent/Condi ons		PNWIC - Exclusion (Interested Party).pdf
Approved	Exclusion (Leased Employee)	e4505	01/08	Endorseme New nt/Amendm ent/Condi ons	0.00	e4505 (01- 08) PNWIC - Exclusion (Leased Employees). pdf
Approved	Exclusion (Partnership/Prin cipal /Owner)	e4506	02/07	Endorseme New nt/Amendm ent/Condi ons	0.00	e4506 PNWIC - Exclusion (Partnership- Principal- Owner).pdf
Approved	Exclusion (Past Acts Specific Entity)	e4507	02/07	Endorseme New nt/Amendm ent/Condi ons	0.00	e4507 PNWIC - Exclusion (Past Acts Specific Entity).pdf
Approved	Exclusion (Physician/Doctor)	e4508	02/07	Endorseme New nt/Amendm ent/Condi ons	0.00	e4508 PNWIC - Exclusion (Physician- Doctor).pdf
Approved	Exclusion (Punitive Damages)	e4509	01/08	Endorseme New nt/Amendm ent/Condi ons	0.00	e4509 (01- 08) PNWIC - Exclusion (Punitive Damages).p df
Approved	Exclusion (Reduction in Force)	e4510	02/07	Endorseme New nt/Amendm ent/Condi ons	0.00	e4510 PNWIC - Exclusion (Reduction in Force).pdf

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Product Name: Private Company Employment Practices Liability Program <250 Employees
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Approved	Exclusion (Specific Question)	e4511	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00	e4511 PNWIC - Exclusion (Specific Question).pd f
Approved	Exclusion (Subsidiary)	e4512	01/08	Endorseme New nt/Amendm ent/Condi tions	0.00	e4512 (01- 08) PNWIC - Exclusion (Subsidiary). pdf
Approved	Exclusion (Brought by Or On Behalf Of)	e4513	01/08	Endorseme New nt/Amendm ent/Condi tions	0.00	e4513 (01- 08) PNWIC - Exclusion (Brought by or or Behalf of).pdf
Approved	Modification to Section I-Insuring Agreement	e5010	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00	e5010 PNWIC- Modification to Section I- Insuring Agree.pdf
Approved	Modification to Section II-Full Prior Acts Coverage Provision	e5020	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00	e5020 PNWIC- Modification to Section II- Full Prior Acts Cov Prov.pdf
Approved	Modification to Section III- Definitions	e5030	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00	e5030 PNWIC- Modification to Section III- Definitions.p df
Approved	Modification to	e5040	02/07	Endorseme New	0.00	e5040

SERFF Tracking Number: PRGS-125883858 State: Arkansas

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TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability

Product Name: Private Company Employment Practices Liability Program <250 Employees

Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

	Section IV- Exclusions			nt/Amendm ent/Condi tions			PNWIC- Modification to Section IV- Exclusions.p df
Approved	Modification to Section V-Limit of Liability and Retentions	e5050	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00		e5050 PNWICModif ication to Section V- Limit of Liab & Retention.pd f
Approved	Modification to Section VI- Defense and Settlement	e5060	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00		e5060 PNWIC- Modification to Section VI-Defense & Settlement.p df
Approved	Modification to Section VII- Notice of Claims and Potential Claims	e5070	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00		e5070 PNWIC- Modification to Section VII-Notice of Claims & Potent Claims.pdf
Approved	Modification to Section VIII- Authority, Cancellation or Non-Renewal	e5080	02/07	Endorseme New nt/Amendm ent/Condi tions	0.00		e5080 PNWIC- Modification to Section VIII- Authority,Ca ncel or Nonrenew.p

SERFF Tracking Number: PRGS-125883858 State: Arkansas
 Filing Company: Progressive Northwestern Insurance Company State Tracking Number: EFT \$50
 Company Tracking Number: AR-PNWIC-PCEPL-IF-01/08
 TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
 Product Name: Private Company Employment Practices Liability Program <250 Employees
 Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

df						
Approved	Modification to Section IX-Extended Reporting Period	e5090	02/07	Endorsement/Amendment/Conditions	0.00	e5090 PNWIC-Modification to Section IX - ERP.pdf
Approved	Modification to Section X-General Conditions	e5100	02/07	Endorsement/Amendment/Conditions	0.00	e5100 PNWIC-Modification to Section X - General Conditions.pdf
Approved	Modification to Any Section	e5110	02/07	Endorsement/Amendment/Conditions	0.00	e5110 PNWIC-Modification to Any Section.pdf
Approved	Amendatory Endorsement	e7001	01/08 AR	Endorsement/Amendment/Conditions	0.00	e7001 01-08 AR - PNWIC Amendatory.pdf

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY DECLARATIONS PAGE

Policy Number:

NOTE: THIS POLICY AND ALL OF ITS ENDORSEMENTS PROVIDE CLAIMS MADE COVERAGE. PLEASE READ THEM CAREFULLY. Amounts incurred as **Defense Costs** shall reduce the Limit of Liability available to pay judgments or settlements and shall also be applied against the Retention, unless the policy is amended by endorsement.

Item 1. Company:
Address:

Item 2. Policy Period: From: _____ To: _____
(Both dates at 12:01 a.m. Standard Time at the address in Item 1)

Item 3. Limit of Liability:

A. Aggregate Limit of Liability for all **Claims** first made during the **Policy Period**

B. Sub-Limit of Liability for all Fair Labor Standards Act and All Other Wage and Hour **Claims** first made during the **Policy Period**

Item 4. Third-Party Wrongful Act Coverage: _____ Yes _____ No

Item 5. Retention: Applicable Retention for each **Claim**

Item 6. Retroactive Date: _____

Pending and Prior Litigation Date:

Item 7. Premium:

Item 8. Endorsements:

This Policy includes the following attached endorsements and all other endorsements issued by the **Insurer** and attached hereto after the issuance of this Policy:

Item 9. Notices:

All notices required to be given to the **Insurer** under this **Policy** shall be addressed to, Professional Liability Group, 5920 Landerbrook Drive, PLG-L21, Mayfield Heights, Ohio 44124. Telephone: 866-483-3754.

These Declarations along with the completed and signed **Application**, including attachments, and the Employment Practices Liability Insurance Policy and all written endorsements to this Policy, shall constitute the entire contract between the **Insureds** and the **Insurer**.

Date: _____

By: _____
Company Officer or Authorized Representative

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

IMPORTANT NOTICE: THIS IS A CLAIMS MADE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium paid and in reliance upon the information provided in and with the **Application**, and subject to the Declarations and terms, conditions, limitations and exclusions of this Policy and all written endorsements to this Policy, the **Insurer** and the **Insureds** agree as follows:

SECTION I - INSURING AGREEMENT

- A. The **Insurer** will pay, on behalf of the **Insureds**, **Loss** in excess of the applicable Retention arising from any **Employment Claim** first made against an **Insured** during the **Policy Period** (or Extended Reporting Period, if applicable) for a **Wrongful Employment Act**.
- B. If **Third-Party Wrongful Act** coverage is purchased as indicated in Item 4 of the Declarations, the **Insurer** will pay, on behalf of the **Insureds**, **Loss** in excess of the applicable Retention arising from any **Third-Party Claim** first made against an **Insured** during the **Policy Period** (or Extended Reporting Period, if applicable) for a **Third-Party Wrongful Act**.
- C. The **Insurer** will pay, on behalf of the **Insureds**, **Defense Costs** in excess of the applicable Retention for any actual or alleged violation of the federal Fair Labor Standards Act, any amendments thereto, or the provisions of any similar federal, state or local law, because of a **Claim** first made against an **Insured** during the **Policy Period** (or Extended Reporting Period, if applicable). This Insuring Agreement C. shall be subject to a Sub-Limit of Liability of \$100,000, which is part of, and not in addition to, the Limit of Liability as shown in Item 3. of the Declarations.

SECTION II - FULL PRIOR ACTS COVERAGE PROVISION

Coverage shall apply to any **Claim** made against the **Insured** committed prior to the expiration date of this Policy, provided that the **Claim** is first made during the **Policy Period** (or Extended Reporting Period, if applicable) and written notice of said **Claim** is reported to the **Insurer** pursuant to Section VII. of this Policy.

However, coverage shall not apply to any **Claim** based upon or arising out of any **Wrongful Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the **Application** had knowledge or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of: (1) the inception of this Policy; or (2) the inception date of the first coverage of this type the **Insurer** has issued to the **Company**, provided that the **Insurer** has written continuous coverage for the **Company** from such date to the inception date of this Policy.

SECTION III - DEFINITIONS

- A. “**Application**” shall mean all signed applications, including attachments and materials submitted in support of the **Application** or therewith to the **Insurer** for this Policy or any policy of which this Policy is a direct or indirect renewal or replacement. All information and materials constituting the **Application** shall be considered part of this Policy as if physically attached hereto.
- B. “**Claim**” shall mean any **Employment Claim** or if **Third-Party Wrongful Act** coverage is purchased, a **Third-Party Claim**. **Claim** includes a civil, administrative, alternative dispute resolution, arbitration proceeding, or other legal proceeding, including but not limited to a charge filed with the Equal Employment Opportunity Commission (“EEOC”) or equivalent state or local agency, and any appeal therefrom. **Claim** shall not include any labor or grievance arbitration pursuant to a collective bargaining agreement.
- C. “**Company**” shall mean the entity(s) named in Item 1 of the Declarations and any **Subsidiary**.

- D. **“Damages”** shall mean any amount that the **Insureds** are legally obligated to pay solely as a result of a **Claim**, including judgments, pre- and post-judgment interest, settlements, back pay, front pay, damages for mental anguish and emotional distress, compensatory damages, statutory attorneys' fees, and liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act and punitive damages to the extent such liquidated or punitive damages are insurable under the law pursuant to which this Policy is construed.

Damages shall not include:

1. severance pay;
2. damages determined to be owed under an express contract (oral or written), including a contract of employment or an express obligation to make such payments in the event of the termination of an **Employee's** employment with the **Company**;
3. payments for stock option, stock grant, or stock appreciation rights;
4. bonus, commission or unpaid wages, including but not limited to earned time-off and overtime;
5. payments or costs associated with insurance plan benefits, social security, workers' compensation, retirement or pension benefits; and
6. any costs or expenses incurred by an **Insured** in making physical changes, modifications, alterations or improvements as part of an accommodation of any disabled person pursuant to the Americans with Disabilities Act or any similar federal, state or local law.

- E. **“Defense Costs”** shall mean reasonable and necessary legal fees (including but not limited to attorneys' fees and experts' fees) and those expenses consented to by the **Insurer** that are incurred in the defense of a **Claim**, including costs of attachment or bonds (but without the responsibility to furnish any bond), but excluding salaries, wages, overhead or benefit expenses of any **Insured**.

- F. **“Discrimination”** shall mean:

1. the termination of an employment relationship;
2. a demotion or the failure to hire or promote any individual; or
3. the segregation, classification or modification of any term or condition of employment of any **Employee**;

because of race, color, creed, religion, age, national origin, sex, sexual orientation or preference, gender, gender identity disorder, disability, handicap, pregnancy, marital or familial status, Vietnam era veteran status or other protected military status or other protected class or characteristic established or alleged to be established under applicable federal, state or local statute, ordinance or common law.

- G. **“Employee”** shall mean any person whose labor or service is engaged by and directed by the **Company**. **Employee** shall include current, former and future full-time, part-time, leased, seasonal and temporary workers as well as volunteers whose labor or service is or was engaged by and directed by the **Company**. **Employee** shall include an applicant for employment as an **Employee** with the **Company**. **Employee** shall not include an independent contractor or an individual working for the **Company** pursuant to an independent contractor agreement.

- H. **“Employment Claim”** shall mean any written demand or notice received by an **Insured** alleging that an **Insured** has committed a **Wrongful Employment Act**. **Employment Claim** includes an audit conducted by the Office of Federal Contract Compliance Programs only with respect to a Notice of Violation or Order to Show Cause or written demand for monetary damages or non-monetary relief.

- I. **“Harassment”** shall mean:

1. unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature that is made either explicitly or implicitly a term or condition of employment with the **Company**, is used as a basis for employment decisions with the **Company**, creates a work environment with the **Company** that interferes with an **Employee's** job performance, or creates an intimidating, hostile or offensive working environment; or

2. harassing conduct of a non-sexual nature which creates a work environment with the **Company** that interferes with an **Employee's** job performance, or creates an intimidating, hostile or offensive working environment.
- J. **"Insured(s)"** shall mean the **Company**, current, former and future members, managers, directors, officers and **Employees**.
- K. **"Interrelated Wrongful Acts"** shall mean **Wrongful Acts** that have as a common nexus any fact, circumstance, situation, event, transaction or series of facts, circumstances, situations, events or transactions.
- L. **"Loss"** shall mean **Damages** and **Defense Costs**.
- Loss** shall not include:
1. civil or criminal fines, penalties, taxes imposed by law or costs associated with non-monetary relief; and
 2. matters that may be deemed uninsurable pursuant to the law under which this Policy is interpreted.
- M. **"Policy Period"** shall mean the period from the inception date of this Policy to the expiration date stated in Item 2 of the Declarations, or its earlier termination or cancellation, if any.
- N. **"Retaliation"** shall mean unlawful or adverse treatment of an **Employee** because of:
1. the actual or attempted exercise by an **Employee** of any right that such **Employee** has under law, including rights under any workers compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act or any other law relating to employee rights;
 2. an **Employee's** disclosure or threat of disclosure to a superior or to any governmental agency of any alleged violations of law by any **Insured**;
 3. the filing of any claim under any federal, state or local "whistleblower" law including the Federal False Claims Act; or
 4. any **Employee** stoppage or slowdown.
- O. **"Subsidiary"** shall mean any entity of which the **Company** owns more than 50% of the outstanding voting securities on the inception date of this Policy. **Subsidiary** shall include a subsidiary of a **Subsidiary** and any entity created or acquired after the inception date of this Policy, as described in Section X.B of this Policy.
- P. **"Third-Party"** shall mean any natural person(s) with whom an **Insured**, in their capacity as such, interacts. **Third-Party** shall not include **Employees** or an applicant for employment.
- Q. **"Third-Party Claim"** shall mean any written demand or notice received by an **Insured** alleging that an **Insured** has committed a **Third-Party Wrongful Act**.
- R. **"Third-Party Wrongful Act"** shall mean:
1. discrimination against a **Third-Party** because of race, color, creed, religion, age, national origin, sex, sexual orientation or preference, gender, disability, handicap, pregnancy, marital or familial status, Vietnam era veteran status or other protected military status or other protected class or characteristic established under applicable federal, state or local statute, ordinance or common law; or
 2. sexual harassment of a **Third-Party**, including unwelcome sexual advances, requests for sexual favors or other verbal, visual or physical conduct of a sexual nature.
- S. **"Wrongful Act(s)"** shall mean any **Wrongful Employment Act**, or **Third-Party Wrongful Act** if applicable.
- T. **"Wrongful Employment Act"** shall mean actual or alleged:
1. **Discrimination**;
 2. **Harassment**;
 3. **Retaliation**;

4. **Wrongful Termination;**
5. employment-related misrepresentation;
6. breach of written or oral employment contract or implied employment contract;
7. failure to enforce employment-related policies and procedures relating to any **Wrongful Employment Act**;
8. wrongful discipline;
9. wrongful deprivation of career opportunity, wrongful failure or refusal to employ or promote, or wrongful demotion;
10. employment related defamation (including libel and slander), infliction of emotional distress or mental anguish, humiliation, false imprisonment, or invasion of privacy which arise from the terminating, disciplining, promoting or demoting of an **Employee**;
11. violations of the Family and Medical Leave Act;
12. violations of the Uniformed Services Employment and Reemployment Rights Act; or
13. negligent hiring, evaluation, supervision of others, training, or retention, but only if such act is alleged in connection with a **Wrongful Employment Act** set forth in 1. through 12. above; brought by or on behalf of any **Employees**; and committed or allegedly committed by any **Insured**.

U. “**Wrongful Termination**” shall mean the actual or constructive termination of an employment relationship in a manner that is against the law or in breach of an implied agreement to continue employment.

SECTION IV - EXCLUSIONS

The **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving:

- A. any **Wrongful Act**, fact, circumstance or situation that has been the subject of any notice given prior to the effective date of this Policy under any insurance policy; or any other **Wrongful Act** which would constitute **Interrelated Wrongful Acts** that has been the subject of such notice described in the preceding clause.
- B. any actual or alleged **Wrongful Act** that occurred or began prior to the Retroactive Date specified in Item 6 of the Declarations, if applicable.
- C. any pending or prior litigation, investigation or administrative proceeding in which an **Insured** was named as a party on or before the Pending and Prior Litigation Date in Item 6 of the Declarations, if applicable, as well as all future claims or litigation based upon, arising out of or in any way involving any such pending or prior litigation, investigation or administrative proceeding or derived from one or more of the facts (actual or alleged) that gave rise to such prior or pending litigation, investigation or administrative proceeding.
- D. an **Insured's** assumption of another person or entity's liability for a **Wrongful Act** in a contract or agreement, except to the extent that such **Insured** would have been liable in the absence of the contract or agreement.
- E. any actual or alleged **Wrongful Act** by a **Subsidiary** if such **Wrongful Act** occurred prior to the date such entity became a **Subsidiary** of the **Company** or at any time that such entity is not a **Subsidiary** of the **Company**.
- F. any actual or alleged act, omission, misstatement, misleading statement, neglect, error or breach of duty committed or alleged to have been committed in the capacity as an employee, agent, owner, director or officer of, or on behalf of, any entity other than the **Company**.
- G. any actual or alleged: bodily injury, sickness, disease or death of any person (not including emotional distress or mental anguish); damage to or destruction of any tangible property, including loss of use thereof; or wrongful entry, eviction, malicious prosecution.
- H. any actual or alleged violation of the Employee Retirement Income Security Act of 1974 (“ERISA”), any state workers' compensation or disability benefits law, the National Labor Relations Act, the Worker Adjustment and

Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act, or any rules or regulations promulgated thereunder, or similar provisions of any federal, state or local statutory law or common law; provided that this exclusion shall not apply to the part of any **Employment Claim** alleging **Retaliation** with respect to an **Employee's** exercise or attempted exercise of his or her rights under any of the foregoing acts or laws.

- I. any lockout, strike, picket line, replacement of worker(s) or any similar action in connection with labor disputes or labor negotiations, provided that this exclusion shall not apply to the part of any **Employment Claim** alleging **Retaliation**.
- J. for a **Third-Party Claim**, any actual or alleged price, product or credit discrimination, unfair trade practice, violation of any anti-trust law, or violation of any similar law designed to protect competition or prevent unfair trade practices.

SECTION V - LIMIT OF LIABILITY AND RETENTIONS

- A. The Limit of Liability stated in Item 3. of the Declarations is the **Insurer's** maximum aggregate liability for all **Loss** arising out of all **Claims** first made during the **Policy Period** (and Extended Reporting Period, if applicable) regardless of the time of payment by the **Insurer**.
- B. Two or more **Claims** based upon or arising out of the same **Wrongful Act(s)** or any **Interrelated Wrongful Acts**, shall be considered a single **Claim** and only one Retention shall apply. Such single **Claim** shall be considered first made during the **Policy Period** (or Extended Reporting Period, if applicable) in which the earliest **Claim** arising out of such **Wrongful Act(s)** was first made and all **Loss** for such **Claims** shall be subject to the one Limit of Liability that applies to such earliest **Claim**.
- C. The Retention amounts listed in Item 5 of the Declarations shall apply to the covered portion of each and every single **Claim**. The **Insurer** shall only be liable for the amount of **Loss** arising from a **Claim** which is in excess of the applicable Retention amount. Such Retention amount shall be borne by the **Insured** with regard to all **Loss** arising thereunder. Amounts incurred by **Insureds** other than covered **Loss** shall not be applied against any applicable Retention.
- D. **Defense Costs** shall be part of and not in addition to the Limit of Liability stated in Item 3. of the Declarations.
- E. If a **Claim** is made against an **Insured** for **Loss** that is both covered and not covered by this Policy, the **Insurer** will pay one hundred percent (100%) of **Defense Costs** for the **Claim** until such time that the Limit of Liability of this Policy is exhausted by payment of a covered **Loss** or the **Claim** for the covered **Loss** is resolved by settlement, verdict, or summary judgment.

SECTION VI - DEFENSE AND SETTLEMENT

- A. The **Insureds** shall not admit liability for or settle any **Claim** or incur any **Defense Costs** without the **Insurer's** prior written consent, which shall not be unreasonably withheld. The **Insurer** shall be entitled to full information and all particulars it may request in order to reach a decision as to its consent. Any **Defense Costs** incurred, settlement offers made, settlements reached or judgments agreed to without the **Insurer's** prior written consent shall not be covered by this Policy.
- B. The **Insurer** shall have the right and duty to defend any covered **Claim**, even if the allegations in such **Claim** are groundless, false or fraudulent. The **Insurer's** duty to defend shall cease immediately upon the exhaustion of the Limit of Liability, in which event the **Insurer** shall tender control of the defense to the **Insureds** and shall have no further obligations under this Policy. The **Insureds** undertake and agree to repay to the **Insurer** any amounts paid by the **Insurer** in the defense of uncovered claims or allegations.
- C. The **Insureds** shall give the **Insurer** such information, assistance and cooperation as the **Insurer** reasonably requests, including furnishing the **Insurer** with copies of all reports, investigations, electronic communications, pleadings and any other information requested by the **Insurer**.

D. The **Insurer** shall have the right to settle any **Claim** within the available Limit of Liability (whether above or below the applicable Retention) with the consent of the **Insureds**. If the **Insureds** refuse to consent to any settlement recommended by the **Insurer** and shall instead elect to continue to defend such **Claim**, then, subject to the available Limit of Liability and the applicable Retention, the **Insurer's** liability for all **Loss** in connection with such **Claim** shall not exceed:

- (a) the amount for which the **Claim** could have been settled for; plus
- (b) **Defense Costs** accrued as of the date such settlement was proposed; plus
- (c) 75% of the covered **Loss**, including **Defense Costs** incurred after the date such settlement was proposed, in excess of the amount for which the **Claim** could have been settled.

Notwithstanding the foregoing, if the proposed settlement amount does not exceed the applicable Retention set forth in the Declarations, subpart (c) above shall not apply and the **Insurer's** liability for all **Loss** arising from such **Claim** shall not exceed the amount for which the **Claim** could have been settled plus **Defense Costs** incurred as of the date such settlement was proposed.

Any amounts paid by the **Insurer** under subparts (a), (b), or (c) above shall be part of and not in addition to the applicable Limit of Liability set forth in Item 3 the Declarations.

SECTION VII - NOTICE OF CLAIMS AND POTENTIAL CLAIMS

- A. The **Insureds**, as a condition precedent to coverage under this Policy, shall give the **Insurer** written notice as soon as practicable [but in no event later than sixty (60) days after expiration of the **Policy Period** (or Extended Reporting Period, if applicable)] of any **Claim** first made during the **Policy Period** (or Extended Reporting Period, if applicable). For any **Claim** that is deemed to have been made during the **Policy Period** pursuant to Section VII.B of this Policy, the **Insureds** shall give the **Insurer** written notice no later than sixty days (60) after such **Claim** is actually made.
- B. If, prior to the expiration date of the **Policy Period**, the **Insureds** first become aware of facts or circumstances that may subsequently give rise to a **Claim**, then any **Claim** subsequently made (of which the **Insurer** receives proper notice under Policy Section VII.A) shall be deemed to have been first made during the **Policy Period**; provided, however, that as a condition precedent to any coverage for a future **Claim** pursuant to this Policy Section VII.B, the **Insureds** must give written notice of such facts or circumstances to the **Insurer** as soon as practicable during the **Policy Period**, and such notice must be specific and contain full particulars as to the facts or circumstances, including a narrative setting forth dates, names of the potential plaintiffs and affected **Insureds**, names of other parties involved, the nature and scope of the anticipated **Claim** and all reasons why such a **Claim** is reasonably anticipated.
- C. Notice to the **Insurer** shall be given in writing to the **Insurer** at the address stated in Item 9 of the Declarations.

SECTION VIII - AUTHORITY, CANCELLATION OR NONRENEWAL

- A. The **Insureds** confer the exclusive power and authority to renew, cancel and to modify this Policy to the **Company**. The **Company** shall act on behalf of each and every **Insured** in giving or receiving notice of cancellation, paying any premiums, receiving any return premiums due under the Policy and receiving and accepting any endorsements to the Policy.
- B. The **Company** may cancel this Policy by surrender thereof to the **Insurer**, or by mailing to the **Insurer** written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing.
- C. The **Insurer** may cancel this Policy by mailing to the **Company** written notice stating when, not less than sixty (60) days thereafter, such cancellation shall be effective. The **Insurer** may cancel this Policy for nonpayment of premium, in which case ten (10) days written notice shall be given to the **Company**. If the **Insurer** cancels the Policy for nonpayment of premium, the Policy may, at the **Insurer's** option, be deemed void from its inception. The mailing of such notice shall be sufficient notice, and delivery of such written notice by the **Insurer** shall be

equivalent to mailing.

- D. If this Policy is canceled by the **Company**, the **Insurer** shall retain the customary short rate portion of the premium. If this Policy is canceled by the **Insurer**, the **Insurer** shall retain the pro-rata portion of the premium. Payment or tender of any unearned premium by the **Insurer** to the **Company** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.
- E. If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Company** with no less than sixty (60) days advance notice. Such notice shall be conclusive on all **Insureds**. The **Insurer** shall comply with any longer period of notice required by controlling law.

SECTION IX - EXTENDED REPORTING PERIOD

- A. If the **Insurer** or the **Company** declines to renew this Policy or the **Insurer** or the **Company** cancels this Policy for reason other than nonpayment of premium, then the **Insureds** shall have the right to elect an extension of the **Policy Period** for **Claims** first made against the **Insureds** during the 12 months, the 24 months, or the 36 months following the effective date of such cancellation or nonrenewal (depending upon the Extended Reporting Period purchased), but only with respect to **Wrongful Acts** committed prior to such effective date and otherwise covered by this Policy. This extension period shall be referred to as the Extended Reporting Period. The Limit of Liability for the Extended Reporting Period shall be the same as, and not in addition to, the Limit of Liability remaining under this Policy on the effective date of such cancellation or nonrenewal.
- B. The additional premium due for the Extended Reporting Period shall be 75% of the annual premium set forth in the Declarations for the 12 month period; 125% of the annual premium set forth in the Declarations for the 24 month period; or 175% of the annual premium set forth in the Declarations for the 36 month period. The Extended Reporting Period begins on the termination date of the Policy. The additional premium paid for the Extended Reporting Period shall be fully earned at its commencement.
- C. The right to purchase the Extended Reporting Period shall terminate unless an **Insured** provides to the **Insurer** a written request for the Extended Reporting Period within thirty (30) days after the effective date of cancellation or nonrenewal, together with full payment of the premium for the Extended Reporting Period.
- D. The **Company** shall not have the right to purchase the Extended Reporting Period if the **Insurer** cancels the Policy for nonpayment of premium or if any of the subsequent major events set forth in Section X.A of this Policy occurs.
- E. This Policy will not provide coverage for **Loss** arising from **Claims** first made against an **Insured** during any properly elected Extended Reporting Period for **Wrongful Acts** occurring or allegedly occurring after the inception of the Extended Reporting Period.

SECTION X - GENERAL CONDITIONS

A. **SUBSEQUENT MAJOR EVENTS**

In the event of:

1. the acquisition by another entity or person(s) of a majority of the **Company's** voting securities or substantially all of its assets or liabilities;
2. the merger or consolidation of the **Company** with another entity such that the **Company** is not the surviving entity; or
3. the appointment of a receiver, conservator, trustee, liquidator, or rehabilitator or any similar official for or with respect to the **Company**;

then the Policy will remain in effect until the end of the **Policy Period**, but only with respect to **Wrongful Acts** occurring prior to such acquisition, merger, consolidation or appointment.

B. **ACQUISITIONS**

If the **Company** acquires or forms another entity in which the **Company** owns more than 50% of the outstanding

voting securities and the **Company's** total employee count does not increase by more than twenty-five percent (25%) as a result of such event, then such entity shall be considered a **Subsidiary** under this Policy, but only with respect to **Wrongful Acts** committed, attempted or allegedly committed or attempted, after the date such entity became a **Subsidiary** as described in the preceding clause. As a condition precedent to any extension of coverage, if as a result of such acquisition or formation the **Company's** total employee count will increase by more than twenty-five percent (25%), the **Company** shall give written notice of such event to the **Insurer**, provide such information as the **Insurer** requires and pay any additional premium, if necessary, required by the **Insurer**.

C. **APPLICATION REPRESENTATIONS**

The **Insureds** agree:

1. That the statements in the **Application** are their representations and warranties, that they shall be deemed material to the acceptance of the risk or hazard assumed by the **Insurer** under this Policy and that this Policy is issued in reliance upon the truth of such representations and warranties; and
2. That in the event the **Application** contains any misrepresentations (i) made with the intent to deceive, or (ii) that materially affect either the acceptance of the risk or the hazard assumed by the **Insurer** under this Policy, this Policy in its entirety shall be void and of no effect whatsoever with respect to any **Insured** with knowledge of the facts that were misrepresented or to which such knowledge is imputed; provided, however, no knowledge shall be imputed from any natural person **Insured** to any other natural person **Insured**.

D. **SUBROGATION**

In the event of any payment under this Policy, the **Insurer** shall be subrogated to the extent of such payment to all of the **Insureds'** rights to recovery, including but not limited to the right of priority of recovery, and the **Insureds** agree to execute all papers required and to do everything necessary to secure such rights, including the execution of such documents as are necessary to enable the **Insurer** to bring suit in the names of the **Insureds**.

E. **SPOUSAL EXTENSION**

The coverage afforded under this Policy shall extend to the lawful spouse of natural person **Insureds**, but only for **Claims** that are based on (i) **Wrongful Acts** of such **Insureds**, and not upon any alleged conduct of a spouse, and (ii) either the legal status as a spouse or the spouse's ownership interest in property which the claimant seeks as recovery for an alleged **Wrongful Act** of such natural person **Insured**.

F. **CONFORMITY TO STATUTE**

All terms of this Policy that are in conflict with the terms of any applicable laws or regulations governing this Policy, including any endorsement to this Policy that is required by any state Department of Insurance or equivalent authority ("State Amendatory Endorsement"), are hereby amended to conform to such applicable laws or regulations.

G. **ENTIRE AGREEMENT**

The **Insureds** and **Insurer** agree that this Policy, including the Declarations, the **Application** and all written endorsements to this Policy, constitutes the entire agreement between the parties. No change in, modification of or assignment of interest under this Policy shall be effective except when made by a written endorsement that is signed by an authorized representative of the **Insurer** and made a part of the Policy.

H. **ACTION AGAINST THE INSURER**

1. No action shall be taken against the **Insurer** unless, as a condition precedent thereto, the **Insureds** have complied fully with all terms of this Policy, and until the **Insureds'** obligation to pay has been finally determined, either by an adjudication against the **Insureds** or by written agreement of the **Insureds** and the **Insurer**.
2. No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim**, nor shall the **Insurer** be impleaded by the **Insureds** or their legal representative in any **Claim**.

I. **WORLDWIDE TERRITORY**

This Policy applies to any **Wrongful Acts** occurring and **Claims** made anywhere in the world.

J. **OTHER INSURANCE**

Unless expressly written to be excess over other applicable insurance, this Policy is intended to provide primary insurance. In the event the **Insureds** have other primary insurance, then each insurer shall contribute pro rata based upon their applicable limit of liability in relation to the total combined limits of liability of all applicable primary insurance policies.

K. **BANKRUPTCY**

Bankruptcy or insolvency of any **Insured**, including the **Company**, shall not relieve the **Insurer** of its obligations nor deprive the **Insurer** of its rights or defenses under this Policy, except as provided in Section X.A of this Policy.

L. **MEDIATION**

All disputes with regard to coverage for a **Claim** under the Policy, including a dispute over whether any amounts constitute **Loss** under the Policy, shall be submitted to mediation to be administered as mutually agreed by the parties, or in the absence of an agreement by the American Arbitration Association in accordance with the then-prevailing Commercial Mediation Rules. Neither the **Insureds** nor the **Insurer** shall commence any civil proceeding until sixty (60) days after the conclusion of the mediation. It is agreed that the mediator, who shall be mutually agreed upon by the parties, shall possess knowledge of the legal and insurance issues relevant to the matter in dispute. The parties shall share equally the expenses of the mediation process. The mediation shall take place in the state indicated in the address in Item 1 of the Declarations, unless the parties mutually agree upon another location.

IN WITNESS WHEREOF, the **Insurer** has caused this Policy to be signed, if required, on the Declarations Page by a duly authorized agent of the **Insurer**.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY



Peter J. Albert
Secretary



Mark Niehaus
President

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

EMPLOYMENT PRACTICES LIABILITY INSURANCE APPLICATION

NOTICE: THE POLICY FOR WHICH APPLICATION IS BEING MADE PROVIDES, SUBJECT TO ITS TERMS AND CONDITIONS, CLAIMS MADE COVERAGE. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED BY DEFENSE COSTS (UNLESS OTHERWISE ENDORSED), AND DEFENSE COSTS WILL BE APPLIED AGAINST THE RETENTION. READ THE ENTIRE APPLICATION CAREFULLY BEFORE SIGNING.

NOTE: Please note that word and phrases, which are in boldface type in this **Application**, have specialized meaning. Please refer to the Definitions Section of our EPLI Policy Form e3011 for their meaning. If additional space is required for a response, include such response in an attachment to this **Application**, clearly identifying the question to which a response is being provided.

1. Company Name and Address _____ Years in Business _____

If more than 1 location, attach a separate list including address, corporate name and number of employees at each location.

2. Description of Operations _____

EMPLOYEES

3. Current number of Employees (full and part-time) for all Locations/Subsidiaries: _____
(Please count each part-time employee as ½ full-time employee)

4. Has the **Company** laid-off (excluding seasonal layoffs) or terminated more than thirty percent (30%) of its workforce in the past twelve (12) months? Yes ☐ No ☐

If yes, please complete our Reduction in Force Supplement.

5. Does the **Company** anticipate any layoffs (excluding seasonal layoffs), downsizing, or office or plant closings in the next twelve (12) months? Yes ☐ No ☐

If yes, please complete our Reduction in Force Supplement.

PAST HISTORY

6. Within the past three (3) years, has the **Company** had any lawsuits, threatened claim, or charges filed with the EEOC or state/local administrative agency involving a **Wrongful Employment Act**, or **Third-Party Wrongful Act**? Yes ☐ No ☐

If yes, please complete our Claim Supplement for each claim.

7. **[NEW APPLICANTS ONLY]** Does any director, officer, owner, member, or partner of the **Company** have knowledge of any fact, circumstance, or situation which may result in a **Claim**, such as would fall under the proposed insurance? Yes ☐ No ☐

If yes, please complete our Claim Supplement for each claim.

IT IS UNDERSTOOD AND AGREED THAT IF KNOWLEDGE OF ANY FACT, CIRCUMSTANCE, SITUATION OR ANY ACTUAL OR ALLEGED ACT, ERROR OR OMISSION EXISTS, WHETHER OR NOT DISCLOSED IN RESPONSE TO QUESTION 7., ANY CLAIM OR ACTION ARISING FROM THEM IS EXCLUDED FROM THIS PROPOSED COVERAGE.

LOSS PREVENTION

8. Does the **Company** currently have AND regularly distribute the following written policies?

A. Employment at-will statement

Yes ☐ No ☐

B. Anti-Discrimination

Yes ☐ No ☐

C. Harassment

Yes ☐ No ☐

IMPORTANT LOSS PREVENTION NOTE: If the response to either A, B, or C above is "No," as a condition precedent to any coverage bound, the **Company** agrees that it will adopt and provide to all employees, such new written policies within 30 days of the inception of coverage. Sample policies will be provided by the **Insurer**.

Person responsible for receiving loss prevention material: _____ Title: _____

Email: _____

PRIOR COVERAGE

9. Does the **Company** currently carry employment practices liability insurance?

Yes ☐ No ☐

(If yes, please provide details below):

<u>Policy Period</u>	<u>Insurer</u>	<u>Limit</u>	<u>Deductible/Retention</u>	<u>Effective Date (month/day/year) of</u> <u>First Year of EPLI Coverage</u>
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NOTICE TO APPLICANT – PLEASE READ CAREFULLY

FOR PURPOSE OF THIS APPLICATION, THE UNDERSIGNED AUTHORIZED OFFICER OF THE PERSON(S) AND ENTITY(IES) FOR THIS INSURANCE DECLARES THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS HEREIN ARE TRUE AND COMPLETE. THE INSURER IS AUTHORIZED TO MAKE INQUIRY IN CONNECTION WITH THIS APPLICATION. SIGNING THIS APPLICATION DOES NOT BIND THE INSURER TO PROVIDE, OR THE APPLICANT TO PURCHASE, THE INSURANCE.

THE INFORMATION CONTAINED IN AND SUBMITTED WITH THIS APPLICATION IS ON FILE WITH THE INSURER AND ALONG WITH THE APPLICATION IS CONSIDERED PHYSICALLY ATTACHED TO THE POLICY AND WILL BECOME PART OF IT. THE INSURER WILL HAVE RELIED UPON THIS APPLICATION AND ATTACHMENTS IN ISSUING ANY POLICY. THE APPLICATION WILL BECOME PART OF SUCH POLICY IF ISSUED.

IF THE INFORMATION IN THIS APPLICATION MATERIALLY CHANGES PRIOR TO THE EFFECTIVE DATE OF THE POLICY, THE INSURED WILL NOTIFY THE INSURER, AND THE INSURER MAY MODIFY OR WITHDRAW ANY OUTSTANDING QUOTATION.

FRAUD WARNINGS

ARKANSAS, LOUISIANA, NEW JERSEY, NEW MEXICO and VIRGINIA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime. In Arkansas and Louisiana, that person may be subject to fines, imprisonment or both. In New Mexico, that person may be subject to civil fines and criminal penalties. In Virginia, penalties may include imprisonment, fines and denial of insurance benefits.

COLORADO: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DISTRICT OF COLUMBIA, KENTUCKY and PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime. In District of Columbia, penalties include imprisonment and/or fines. In

addition, the Insurer may deny insurance benefits if the applicant provides false information materially related to a claim. In Pennsylvania, the person may also be subject to criminal and civil penalties.

FLORIDA: Any person who knowingly and with intent to injure, defraud or deceive the Insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

MAINE, TENNESSEE and WASHINGTON: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines and/or denial of insurance benefits.

OHIO: Any person who, with intent to defraud or knowing that he is facilitating a fraud against the Insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

OKLAHOMA: WARNING: Any person who knowingly and with intent to injure, defraud or deceive the Insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Note: The "Applicant signature" heading and the two paragraphs under the heading print for customers who elect to sign their application electronically.

APPLICANT SIGNATURE

Note: First and last name of person e-signing the application will display in variable text field.

I represent that I, XXXXXXXXXXXXXXXX, am the person identified as the President or Officer in the signature line section of this application. I acknowledge and agree that by typing my name in the designated boxes on the screen below this form and clicking "Continue", I am electronically signing this application, which will have the same legal effect as the execution of this document by a written signature and shall be valid evidence of my intent and agreement to be bound by its terms.

I understand that my name already appears in the signature line below because I chose to electronically sign this application, and this application will be securely stored, as it is presented here, if the Policy is purchased. I also understand that if I do not electronically sign this application, it will not be processed.

Note: The signature line will appear on all applications.

Note: Pre-fill name and date for those who elect to sign electronically.

COMPANY _____

By _____ Title _____ Date _____
(Signature of President or Officer)

Phone Number _____ E:mail Address _____

Please Print Name Here: _____

Agent Name _____ License Number _____

Submit Application to:

Progressive Group of Insurance Companies, PLG Division
5920 Landerbrook Drive, PLG-L21 • Mayfield Heights, OH 44124
Telephone: 866-483-3754 • Fax: (800) 456-6590

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

EMPLOYMENT PRACTICES LIABILITY INSURANCE CLAIM SUPPLEMENT APPLICATION

NOTICE: THE POLICY FOR WHICH APPLICATION IS BEING MADE PROVIDES, SUBJECT TO ITS TERMS AND CONDITIONS, CLAIMS MADE COVERAGE. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED BY DEFENSE COSTS (UNLESS OTHERWISE ENDORSED), AND DEFENSE COSTS WILL BE APPLIED AGAINST THE RETENTION. READ THE ENTIRE APPLICATION CAREFULLY BEFORE SIGNING.

NOTE: Please note that word and phrases, which are in boldface type in this **Application**, have specialized meaning. Please refer to the Definitions Section of our EPLI Policy Form e3011 for their meaning. If additional space is required for a response, include such response in an attachment to this **Application**, clearly identifying the question to which a response is being provided.

Instructions: Complete one Claim Supplement for each claim or circumstance which may result in a **Wrongful Employment Act** or **Third-Party Wrongful Act**.

1. **Company Name:** _____
2. Name of Claimant or Potential Claimant and Position/Title with the **Company:** _____
3. Date alleged claim or circumstance occurred? _____
4. What is the status of the claim or circumstance? Closed ☐ Open ☐ Potential ☐
5. Amount of **Defense Costs** paid (if any): \$ _____
6. Settlement amount (if any): \$ _____
7. Expenses paid by the **Company**, including any expenses paid by any Insurer (if any): \$ _____
8. (a) What are the specific allegations in the claim or circumstance? (Attach a copy of the formal complaint, charges, etc. if applicable.) _____

(b) Details of the events that gave rise to the claim or circumstance, including positions of the persons involved, what occurred, and whether the accused and accuser are still employed by the **Company**. _____

(c) How did the **Company** respond to the allegations in the claim or circumstance? _____

(d) What, if any, remedial measures have been taken to prevent a recurrence of a similar claim or circumstance? _____

NOTICE TO APPLICANT – PLEASE READ CAREFULLY

I understand that the information submitted herein becomes a part of the **Company's** Employment Practices Liability Insurance Application and is subject to the same representations and conditions.

FRAUD WARNINGS

ARKANSAS, LOUISIANA, NEW JERSEY, NEW MEXICO and VIRGINIA: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime. In Arkansas and Louisiana, that person may be subject to fines, imprisonment or both. In New Mexico, that person may be subject to civil fines and criminal penalties. In Virginia, penalties may include imprisonment, fines and denial of insurance benefits.

COLORADO: It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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APPLICANT SIGNATURE

Note: First and last name of person e-signing the application will display in variable text field.

I represent that I, XXXXXXXXXXXXXXXX, am the person identified as the President or Officer in the signature line section of this application. I acknowledge and agree that by typing my name in the designated boxes on the screen below this form and clicking "Continue", I am electronically signing this application, which will have the same legal effect as the execution of this document by a written signature and shall be valid evidence of my intent and agreement to be bound by its terms.

I understand that my name already appears in the signature line below because I chose to electronically sign this application, and this application will be securely stored, as it is presented here, if the Policy is purchased. I also understand that if I do not electronically sign this application, it will not be processed.

Note: The signature line will appear on all applications.

Note: Pre-fill name and date for those who elect to sign electronically.

COMPANY _____

By _____ Title _____ Date _____
(Signature of President or Officer)

Phone Number _____ E:mail Address _____

Please Print Name Here: _____

Agent Name _____ License Number _____

Submit Application to:

Progressive Group of Insurance Companies, PLG Division
5920 Landerbrook Drive, PLG-L21 • Mayfield Heights, OH 44124
Telephone: 866-483-3754 • Fax: (800) 456-6590

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

EMPLOYMENT PRACTICES LIABILITY INSURANCE REDUCTION IN FORCE SUPPLEMENT APPLICATION

NOTICE: THE POLICY FOR WHICH APPLICATION IS BEING MADE PROVIDES, SUBJECT TO ITS TERMS AND CONDITIONS, CLAIMS MADE COVERAGE. THE LIMIT OF LIABILITY AVAILABLE TO PAY DAMAGES OR SETTLEMENTS WILL BE REDUCED BY DEFENSE COSTS (UNLESS OTHERWISE ENDORSED), AND DEFENSE COSTS WILL BE APPLIED AGAINST THE RETENTION. READ THE ENTIRE APPLICATION CAREFULLY BEFORE SIGNING.

NOTE: Please note that word and phrases, which are in boldface type in this **Application**, have specialized meaning. Please refer to the Definitions Section of our EPLI Policy Form e3011 for their meaning. If additional space is required for a response, include such response in an attachment to this **Application**, clearly identifying the question to which a response is being provided.

1. **Company** Name: _____
2. What is the reason for the reduction in force (e.g. layoff, staff reduction, or office or plant closing) or the high termination rate? _____

3. How many employees have been terminated, or have been or will be affected by the reduction in force? _____
4. On what date was, or is, the reduction in force effective? _____
5. What criteria (e.g. expertise, seniority, performance, etc.) will be, or was, used to determine which **Employees** will be affected by the reduction in force? _____

6. Will, or did, the **Company** consult with legal counsel prior to the reduction in force? _____ Yes ☐ No ☐
7. Will, or did, the **Company** require the affected **Employees** to sign a release for their severance package? _____ Yes ☐ No ☐

NOTICE TO APPLICANT – PLEASE READ CAREFULLY

I understand that the information submitted herein becomes a part of the **Company's** Employment Practices Liability Insurance Application and is subject to the same representations and conditions.

FRAUD WARNINGS

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or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

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APPLICANT SIGNATURE

COMPANY _____

By _____ Title _____ Date _____
(Signature of President or Officer)

Phone Number _____ E:mail Address _____

Please Print Name Here: _____

Agent Name _____ License Number _____

Submit Application to:

Progressive Group of Insurance Companies, PLG Division
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PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

EMPLOYMENT PRACTICES LIABILITY INSURANCE INCREASED LIMITS OR COVERAGE ENHANCEMENTS SUPPLEMENT APPLICATION

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NOTE: Please note that word and phrases, which are in boldface type in this **Application**, have specialized meaning. Please refer to the Definitions Section of our EPLI Policy Form e3011 for their meaning. If additional space is required for a response, include such response in an attachment to this **Application**, clearly identifying the question to which a response is being provided.

1. **Company** Name and Address _____

If more than 1 location, attach a separate list including address, corporate name and number of employees at each location.

2. Description of Change _____

REPRESENTATION STATEMENT

The undersigned hereby execute this Representation Statement as a part of the **Company's Application** for an increased Limit of Liability or enhancement to broaden coverage for the above referenced coverage.

The undersigned represent that they have no knowledge of any fact, circumstance or situation involving the **Company** which could reasonably be expected to give rise to a claim, other than knowledge of facts, circumstances or situations of which the **Company** have already notified the **Insurer**. It is understood and agreed by the Applicant that the statements in this Representation Statement and any materials submitted therewith are their representations, that they are material and that the Policy is issued in reliance upon the truth of such representations.

It is understood and agreed that if the undersigned or any director, officer, owner, member, or partner of the **Company** has knowledge of any fact, circumstance or situation involving the **Company** which could reasonably be expected to give rise to a future claim, that any increased Limit of Liability or coverage enhancement provided in reliance upon this Representation Statement shall not apply to any claim arising from or in any way involving such facts, circumstances or situations. In addition, any increased Limit of Liability or coverage enhancement provided in reliance upon this Representation Statement shall not apply to any facts, circumstances or situations of which the **Insurer** has already received notice from the **Company** or to any claim already reported to the **Insurer**.

NOTICE TO APPLICANT – PLEASE READ CAREFULLY

I understand that the information submitted herein becomes a part of the **Company's** Employment Practices Liability Insurance Application and is subject to the same representations and conditions.

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APPLICANT SIGNATURE

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Note: The signature line will appear on all applications.

Note: Pre-fill name and date for those who elect to sign electronically.

COMPANY _____

By _____ Title _____ Date _____
(Signature of President or Officer)

Phone Number _____ E:mail Address _____

Please Print Name Here: _____

Agent Name _____ License Number _____

Submit Application to:

Progressive Group of Insurance Companies, PLG Division
5920 Landerbrook Drive, PLG-L21 • Mayfield Heights, OH 44124
Telephone: 866-483-3754 • Fax: (800) 456-6590

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

Amendment to Declarations Page Any Item

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and the **Application**, the **Insurer** and the **Insureds** agree that the Declarations is amended as follows:

Item ____: **FROM:** _____

TO: _____

Item 7. Premium: \$

Item 8. Endorsements:

This Policy includes the following attached endorsements and all other endorsements issued by the **Insurer** and attached hereto after the issuance of this Policy: <Enter Endorsement(s)> .

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

Amendment to Declarations Page Change Limit of Liability

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that the Declarations is amended as follows:

Item 3. Limit of Liability:

The Aggregate Limit of Liability for all **Claims** first made during the **Policy Period** is being amended from \$_____ to \$_____.

Item 7. Premium: \$

Item 8. Endorsements:

This Policy includes the following attached endorsements and all other endorsements issued by the **Insurer** and attached hereto after the issuance of this Policy: <Enter Endorsement(s)>.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

Amendment to Declarations Page Change Name and/or Address

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that the Declarations is amended to change the **Company** or Address as follows:

Item 1. Company: FROM: [NAME]

TO: [NAME]

Address: FROM: [ADDR1]
[CITY], [STATE] [ZIP]

TO: [ADDR2]
[CITY], [STATE] [ZIP]

Item 8. Endorsements:

This Policy includes the following attached endorsements and all other endorsements issued by the **Insurer** and attached hereto after the issuance of this Policy: <Enter Endorsement(s)>.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

Amendment to Declarations Page Change Prior and Pending Litigation Date

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that the Declarations is amended as follows:

Item 6. Prior and Pending Litigation Date is amended from ____/____/____ to ____/____/____.

Item 8. Endorsements:

This Policy includes the following attached endorsements and all other endorsements issued by the **Insurer** and attached hereto after the issuance of this Policy: <Enter Endorsement(s)> .

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

Amendment to Declarations Page Change Retroactive Date

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that the Declarations is amended as follows:

Item 6. Retroactive Date is amended from ____/____/____ to ____/____/____.

Item 8. Endorsements:

This Policy includes the following attached endorsements and all other endorsements issued by the **Insurer** and attached hereto after the issuance of this Policy: <Enter Endorsement(s)>.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

Amendment to Declarations Page Deletion of Endorsement

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Item 8. of the Declarations, is amended as follows:

Endorsement number <to be determined> is hereby deleted in its entirety as of <insert change effective date>.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

Amendment to Declarations Page Extend Policy Period

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that the Declarations is amended as follows:

Item 2. Previous Policy Period: FROM: _____ TO: _____

New Policy Period: FROM: _____ TO: _____
(Both dates at 12:01 a.m. Standard Time address shown in Item 1.)

Item 7. Premium: \$

Item 8. Endorsements:

This Policy includes the following attached endorsements and all other endorsements issued by the **Insurer** and attached hereto after the issuance of this Policy: <Enter Endorsement(s)>.

It is further understood and agreed that this extension shall not increase the Limit of Liability state in Item 3 of the Declarations.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

Amendment to Declarations Page Modify Retention

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that the Declarations is amended as follows:

Item 5. Retention:

The applicable Retention amount for each **Claim** is being modified from \$ _____ to \$ _____.

Item 7. Premium: \$

Item 8. Endorsements:

This Policy includes the following attached endorsements and all other endorsements issued by the **Insurer** and attached hereto after the issuance of this Policy: <Enter Endorsement(s)> .

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

EMPLOYMENT PRACTICES LIABILITY INSURANCE POLICY

Amendment to Declarations Page Named Insured Endorsement

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Item 1. of the Declarations shall be amended to include the following:

Item 1. Company:

Address:

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section X.B. Acquisitions

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section X Subsection B of the Policy is deleted and replaced as follows:

B. ACQUISITIONS

If the **Company** acquires or forms another entity in which the **Company** owns more than 50% of the outstanding voting securities and the **Company's** total employee count does not increase by more than <insert percentage here> as a result of such event, then such entity shall be considered a **Subsidiary** under this Policy, but only with respect to **Wrongful Acts** committed, attempted or allegedly committed or attempted, after the date such entity became a **Subsidiary** as described in the preceding clause. As a condition precedent to any extension of coverage, if as a result of such acquisition or formation the **Company's** total employee count will increase by more than <insert percentage here>, the **Company** shall give written notice of such event to the **Insurer**, provide such information as the **Insurer** requires and pay any additional premium, if necessary, required by the **Insurer**.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Additional Defense Limit of Liability Endorsement

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that the Policy is amended as follows:

- Item 3. of the Declarations is amended to add the following:

Item 3. Limit of Liability:

Additional Defense Limit of Liability:

\$ _____ **Additional Defense Limit of Liability** for all **Claims** first made during the **Policy Period**

- Section III of the Policy, entitled "DEFINITIONS", is amended to add the following:

"Additional Defense Limit of Liability" shall mean the amount set forth in Item 3. of the Declarations.

- Section V, entitled "LIMIT OF LIABILITY AND RETENTIONS", Subsection A, is deleted and replaced as follows:

A. The Limit of Liability stated in Item 3. of the Declarations is the **Insurer's** maximum aggregate liability for all **Damages** arising out of all **Claims** first made during the **Policy Period** (and Extended Reporting Period, if applicable) regardless of the time of payment by the **Insurer**.

- Section V, entitled "LIMIT OF LIABILITY AND RETENTIONS", Subsection D., is deleted and replaced as follows:

D. **Defense Costs** shall apply first to and reduce the **Additional Defense Limit of Liability**. The **Additional Defense Limit of Liability** shall be in addition to, and not part of, the Limit of Liability. The **Additional Defense Limit of Liability** is applicable to **Defense Costs** only. Such **Defense Costs** shall be applied against the Retention.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Agreement to Implement Loss Prevention

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section X of the Policy is amended to add the following:

AGREEMENT TO IMPLEMENT LOSS PREVENTION

The **Insurer** has agreed to provide Employment Practices Liability Insurance to the **Company** subject to the **Company's** agreement to adopt and implement loss prevention policies set forth in Question 8. of the **Application**.

Compliance by the **Company** with the loss prevention requirements set forth in Question 8. of the **Application** is material to the **Insurer** providing this insurance. Failure to comply with the loss prevention requirements set forth in Question 8. of the **Application** shall be grounds for denial of coverage by the **Insurer** for **Claims** brought against the **Company**.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section VIII.C. Amend Cancellation Notice

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VIII Subsection C of the Policy is amended as follows:

The number of days notice provided by the **Insurer** to the **Insured** of the **Insurer's** intent to cancel for any reason, other than nonpayment of premium, is amended from _____ days to _____ days.

All other provisions of Section VIII Subsection C shall remain unchanged.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section VIII.E. Amend Nonrenewal Notice

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VIII Subsection E of the Policy is amended as follows:

The number of days notice provided by the **Insurer** to the **Company** of the **Insurer's** intent to nonrenew is amended from _____ days to _____ days.

All other provisions of Section VIII Subsection E shall remain unchanged.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Cancellation Endorsement

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that the Policy is cancelled and shall terminate on _____ 12:01 a.m. and this date shall be the end of the **Policy Period** (local time at the address shown in Item 1 of the Declarations).

It is further understood and agreed that Item 7, "Premium", of the Declarations is hereby amended to read as follows:

Item 7. Premium: \$ _____
Short rate fee (if applicable): \$ _____

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section VI Choice of Legal Counsel

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VI of the Policy is amended to add the following:

In the event the **Insureds** report a **Claim** in accordance with Section VII of this Policy, the **Insurer** and the **Insureds** shall agree upon legal counsel to investigate and defend said **Claim**. Such agreement shall not be unreasonably withheld by either the **Insurer** or the **Insureds**, however, should a dispute arise in such selection, the **Insurer** reserves the right to make the final determination as to the selection of legal counsel.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Coinsurance (Third-Party) Endorsement

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that the Policy is amended as follows:

1. Section I, entitled "INSURING AGREEMENT", Subsection B, is deleted and replaced as follows:
 - B. If **Third-Party Wrongful Act** coverage is purchased as indicated in Item 4 of the Declarations, the **Insurer** will pay, on behalf of the **Insureds**, <enter percentage here> of **Loss** in excess of the applicable Retention arising from any **Third-Party Claim** first made against an **Insured** during the **Policy Period** (or Extended Reporting Period, if applicable) for a **Third-Party Wrongful Act**.
2. Section V, entitled "LIMIT OF LIABILITY AND RETENTIONS", Subsection A is deleted and replaced as follows:
 - A. The **Insurer** shall pay <insert percentage here> of covered **Loss** in excess of the applicable Retention up to the Limit of Liability. The **Insureds** shall bear uninsured and at their own risk the remaining percent of all such covered **Loss**. The Limit of Liability is the **Insurer's** maximum aggregate liability for all **Loss** arising out of all **Claims** first made during the **Policy Period** (and Extended Reporting Period, if applicable) regardless of the time of payment by the **Insurer**.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Coinsurance Endorsement

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that the Policy is amended as follows:

1. Section I, entitled "INSURING AGREEMENT", Subsection A, is deleted and replaced as follows:
 - A. The **Insurer** will pay, on behalf of the **Insureds**, <insert percentage here> of **Loss** in excess of the applicable Retention arising from any **Employment Claim** first made against an **Insured** during the **Policy Period** (or Extended Reporting Period, if applicable) for a **Wrongful Employment Act**.
2. Section V, entitled "LIMIT OF LIABILITY AND RETENTIONS", Subsection A is deleted and replaced as follows:
 - A. The **Insurer** shall pay <insert percentage here> of covered **Loss** in excess of the applicable Retention up to the Limit of Liability. The **Insureds** shall bear uninsured and at their own risk the remaining percent of all such covered **Loss**. The Limit of Liability is the **Insurer's** maximum aggregate liability for all **Loss** arising out of all **Claims** first made during the **Policy Period** (and Extended Reporting Period, if applicable) regardless of the time of payment by the **Insurer**.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section VI Consent to Legal Counsel

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VI of the Policy is amended to add the following:

The **Insurer** consents to <insert name of law firm here> serving as legal counsel in the event the **Insureds** report a **Claim** in accordance with Section VII. of this Policy. This consent is subject to the following:

- (1) this consent may be rescinded should conflicts arise between the **Insureds** and <insert name of law firm here>;
- (2) this consent assumes the use of one law firm per **Claim** and should not be construed as consent for multiple counsel in the event of a **Claim**;
- (3) this consent is based upon a rate not to exceed <insert rate per hour here>; and
- (4) the **Insured** will be responsible for any remainder of the hourly fees over <insert rate per hour here>.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Consent to Settlement Provision (Specified Amount)

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VI Subsection D of the Policy is deleted and replaced as follows:

- D. The **Insurer** shall have the right to settle any **Claim** within the available Limit of Liability (whether above or below the applicable Retention) with the consent of the **Insureds**. If the **Insureds** refuse to consent to any settlement recommended by the **Insurer** and shall instead elect to continue to defend such **Claim**, then, subject to the available Limit of Liability and the applicable Retention, the **Insurer's** liability for all **Loss** in connection with such **Claim** shall not exceed:
- (a) the amount for which the **Claim** could have been settled for; plus
 - (b) **Defense Costs** accrued as of the date such settlement was proposed; plus
 - (c) _____ % of the covered **Loss**, including **Defense Costs** incurred after the date such settlement was proposed, in excess of the amount for which the **Claim** could have been settled.

Notwithstanding the foregoing, if the proposed settlement amount does not exceed the applicable Retention set forth in the Declarations, subpart (c) above shall not apply and the **Insurer's** liability for all **Loss** arising from such **Claim** shall not exceed the amount for which the **Claim** could have been settled plus **Defense Costs** incurred as of the date such settlement was proposed.

Any amounts paid by the **Insurer** under subparts (a), (b), or (c) above shall be part of and not in addition to the applicable Limit of Liability set forth in Item 3 the Declarations.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Defense Outside the Limits of Liability Endorsement

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that the Policy is amended as follows:

1. Section V, entitled "LIMIT OF LIABILITY AND RETENTIONS", Subsection A, is deleted and replaced as follows:
 - A. The Limit of Liability stated in Item 3. of the Declarations is the **Insurer's** maximum aggregate liability for all **Damages** arising out of all **Claims** first made during the **Policy Period** (and Extended Reporting Period, if applicable) regardless of the time of payment by the **Insurer**.
2. Section V, entitled "LIMIT OF LIABILITY AND RETENTIONS", Subsection D., is deleted and replaced as follows:
 - D. **Defense Costs** shall be in addition to the Limit of Liability stated in Item 3. of the Declarations.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Deletion of Duty to Defend Coverage

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VI of the Policy is deleted in its entirety and replaced as follows:

SECTION VI. DEFENSE AND SETTLEMENT

- A. The **Insureds** shall not admit liability for or settle any **Claim** or incur any **Defense Costs** without the **Insurer's** prior written consent, which shall not be unreasonably withheld. The **Insurer** shall be entitled to full information and all particulars it may request in order to reach a decision as to its consent. Any **Defense Costs** incurred, settlement offers made, settlements reached or judgments agreed to without the **Insurer's** prior written consent shall not be covered by this Policy.
- B. It shall be the duty of the **Insureds** and not the duty of the **Insurer** to defend **Claims**. The **Insureds** shall only retain defense counsel that is mutually agreed upon with the **Insurer**, consent for which shall not be unreasonably withheld.
- C. The **Insurer** shall advance, at the written request of the **Insureds**, **Defense Costs** on behalf of the **Insureds**, incurred by the **Insureds** in connection with any **Claim** made against them, prior to the final disposition of any such **Claims**. Any agreement by the **Insurer** to advance **Defense Costs** shall be on the condition that:
1. The **Insureds** shall repay any advanced **Defense Costs** to the **Insurer** in the event it is established that the **Insurer** has no liability under this Policy for such **Defense Costs**;
 2. Prior to advancing or indemnifying **Defense Costs**, the **Insurer** shall be entitled to sufficient information and documentation as to the amount and purpose of any **Defense Costs** to enable it to evaluate the reasonableness and necessity of such **Defense Costs** and to verify that such **Defense Costs** were actually incurred; and
 3. The **Insurer** has no obligation to provide **Defense Costs** for **Claims** not covered by this Policy.
- D. The **Insurer** shall at all times have the right but not the duty to effectively associate with the **Insureds** in the investigation, defense or settlement of any **Claim** that appears reasonably likely to involve the **Insurer**. The **Insureds** shall provide the **Insurer** with such information, assistance and cooperation as the **Insurer** may reasonably request, including but not limited to, participation in the formation of litigation strategy, review of pleadings and other pertinent papers prior to filing, and participation in the settlement negotiations.
- E. The **Insurer** shall have the right but not the obligation to:
1. make any investigation it deems expedient and with the consent of the **Insureds** against whom the **Claim** has been made or the **Company** on behalf of the **Insureds**, and

2. settle any **Claim** within the available Limit of Liability (whether above or below the applicable Retention) with the consent of the **Insureds**. If the **Insureds** refuse to consent to any settlement recommended by the **Insurer** and shall instead elect to continue to defend such **Claim**, then, subject to the available Limit of Liability and the applicable Retention, the **Insurer's** liability for all **Loss** in connection with such **Claim** shall not exceed:

- (a) the amount for which the **Claim** could have been settled for; plus
- (b) **Defense Costs** accrued as of the date such settlement was proposed; plus
- (c) 75% of the covered **Loss**, including **Defense Costs** incurred after the date such settlement was proposed, in excess of the amount for which the **Claim** could have been settled.

Notwithstanding the foregoing, if the proposed settlement amount does not exceed the applicable Retention set forth in the Declarations, subpart (c) above shall not apply and the **Insurer's** liability for all **Loss** arising from such **Claim** shall not exceed the amount for which the **Claim** could have been settled plus **Defense Costs** incurred as of the date such settlement was proposed.

Any amounts paid by the **Insurer** under subparts (a), (b), or (c) above shall be part of and not in addition to the applicable Limit of Liability set forth in Item 3 the Declarations.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Independent Contractor Coverage

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section III Subsection G of the Policy is deleted and replaced as follows:

- G. **"Employee"** shall mean any person whose labor or service is engaged by and directed by the **Company**. **Employee** shall include current, former and future full-time, part-time, leased, seasonal and temporary workers as well as volunteers whose labor or service is or was engaged by and directed by the **Company**. **Employee** shall include an applicant for employment as an **Employee** with the **Company**. **Employee** also shall mean any independent contractor who performs labor or service solely for the **Company** on a full-time basis pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Company**, but only if the **Company** provides indemnification to such individual in the same manner as that provided to an **Employee**. The status of an individual as an independent contractor shall be determined as of the date of the alleged **Wrongful Act**.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Notice of Claims and Potential Claims Change Notice Requirement

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VII Subsection A of the Policy is deleted and replaced as follows:

- A. The **Insureds**, as a condition precedent to coverage under this Policy, shall give the **Insurer** written notice as soon as practicable [but in no event later than <insert number of days here> after the **Claim** is made] of any **Claim** first made during the **Policy Period** (or Extended Reporting Period if applicable). For any **Claim** that is deemed to have been made during the **Policy Period** pursuant to Section VII Subsection B of this Policy, the **Insureds** shall give the **Insurer** written notice no later than <insert number of days here> after such **Claim** is actually made.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Notice of Claims and Potential Claims Eliminate 60 Day Requirement

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VII Subsection A of the Policy is deleted and replaced as follows:

- A. The **Insureds**, as a condition precedent to coverage under this Policy, shall give the **Insurer** written notice as soon as practicable of any **Claim** first made during the **Policy Period** (or Extended Reporting Period, if applicable).

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Purchase of Extended Reporting Period

Policy Number [POLICYNBR]

In consideration of the additional premium paid for this endorsement of <insert premium paid according to existing policy provisions> and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that pursuant to Section IX of the Policy, the **Insureds** have purchased an Extended Reporting Period of <insert number of months>, which Extended Reporting Period shall commence at 12:01 a.m. on <beginning date of ERP> and expire at 12:01 a.m. on <ending date of ERP>.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section II Retroactive Date Endorsement

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section II of the Policy, is deleted in its entirety and replaced with the following:

It is agreed that the **Insurer** shall not be liable to make any payment for **Loss** in connection with any **Claim** made against any **Insured** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving a **Wrongful Act** committed or alleged to have been committed prior to <insert date here>.

Coverage shall also not apply to any **Claim** based upon or arising out of any **Wrongful Act** or circumstance likely to give rise to a **Claim** of which the person or persons signing the **Application** had knowledge or otherwise had a reasonable basis to anticipate might result in a **Claim**, prior to the earlier of: (1) the inception of this Policy; or (2) the inception date of the first coverage of this type the **Insurer** has issued to the **Company**, provided that the **Insurer** has written continuous coverage for the **Company** from such date to the inception date of this Policy.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section VI Consent to Settlement Provision (Reduction of Retention)

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VI Subsection D of the Policy is deleted and replaced as follows:

- D. The **Insurer** shall have the right to settle any **Claim** within the available Limit of Liability (whether above or below the applicable Retention) with the consent of the **Insureds**. If the **Insureds** refuse to consent to any settlement recommended by the **Insurer** and shall instead elect to continue to defend such **Claim**, then, subject to the available Limit of Liability and the applicable Retention, the **Insurer's** liability for such **Claim** shall not exceed the amount for which the **Claim** could have been settled, including **Defense Costs** incurred, up to the date of such refusal, plus 75% of covered **Loss** in excess of the first settlement amount recommended by the **Insurer**. The remaining 25% of such **Loss** shall be the obligation of the **Insured**. Notwithstanding the foregoing, this paragraph shall not apply until the settlement amount exceeds the retention amount stated in Item 5. of the Declarations Page.

In addition, if the **Insurer** recommends a first settlement of a **Claim** within the Policy's applicable Limit of Liability that is acceptable to the claimant, and the **Insured** consents to such settlement, then the **Insured's** applicable Retention for such **Claim** shall be retroactively reduced by <insert percentage here>. It shall be a condition to such reduction that the **Insured** must consent to the first settlement amount within < > days after the date the **Insurer** recommends to the **Insured** such first settlement amount, or in the case of a first settlement amount which arises from a first settlement offer by the claimant, then within the time permitted by the claimant to accept such first settlement offer, but in all events no later than < > days after the **Insurer** recommends to the **Insured** such first settlement offer. If the **Insured** does not consent to the first settlement within the time prescribed above, the applicable Retention amount shall remain the respective amount set forth in Item 5. of the Declarations, even if consent is given to a subsequent settlement.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section VII Notice of Claims and Potential Claims Early Claim Reporting

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VII of the Policy, is amended as follows:

A. The **Insureds**, as a condition precedent to coverage under this Policy, shall give the **Insurer** written notice as soon as practicable [but in no event later than sixty (60) days after expiration of the **Policy Period** (or Extended Reporting Period, if applicable)] of any **Claim** first made during the **Policy Period** (or Extended Reporting Period, if applicable). For any **Claim** that is deemed to have been made during the **Policy Period** pursuant to Section VII.B of this Policy, the **Insureds** shall give the **Insurer** written notice no later than sixty days (60) after such **Claim** is actually made.

In addition, if the **Insureds** give the **Insurer** written notice within _____ business days of any **Claim** first made during the **Policy Period** (or Extended Reporting Period, if applicable), then the **Insured's** applicable Retention for such **Claim** shall be reduced by _____%.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section VIII Authority, Cancellation or Nonrenewal Non-Cancellation Endorsement

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VIII of the Policy, is amended as follows:

- A. The **Insureds** confer the exclusive power and authority to renew, cancel and to modify this Policy to the **Company**. The **Company** shall act on behalf of each and every **Insured** in giving or receiving notice of cancellation, paying any premiums, receiving any return premiums due under the Policy and receiving and accepting any endorsements to the Policy.
- B. The **Company** may cancel this Policy by surrender thereof to the **Insurer**, or by mailing to the **Insurer** written notice stating when thereafter such cancellation shall be effective. The mailing of such notice shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the **Policy Period**. Delivery of such written notice shall be equivalent to mailing. If this Policy is canceled by the **Company**, the **Insurer** shall retain the customary short rate portion of the premium.
- C. The **Insurer** may cancel this Policy only for failure of the **Insured** to pay premium when due, in which case the **Insurer** shall mail written notice of cancellation to the **Insured** at least ten (10) days prior to the effective date of cancellation. The mailing of such notice shall be sufficient notice, and delivery of such written notice by the **Insurer** shall be equivalent to mailing. If the **Insurer** cancels this Policy, the Policy may, at the **Insurer's** option, be deemed void from its inception.
- D. If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Company** with no less than sixty (60) days advance notice. Such notice shall be conclusive on all **Insureds**. The **Insurer** shall comply with any longer period of notice required by controlling law.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Deletion of Fair Labor Standards Act Coverage

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that the Policy is amended as follows:

1. Item 3.B. of the Declarations is deleted.
2. Section I.C. is deleted. All other provisions in Section I shall remain unchanged.
3. Section IV is amended to add the following:

any actual or alleged violation of the the Fair Labor Standards Act (except the Equal Pay Act), or any rules or regulations promulgated thereunder, or similar provisions of any federal, state or local statutory law or common law; provided that this exclusion shall not apply to the part of any **Employment Claim** alleging **Retaliation** with respect to an **Employee's** exercise or attempted exercise of his or her rights under any of the foregoing acts or laws.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Exclusion (Franchise)

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section IV of the Policy is amended to add the following:

1. any employment practice or employment-related policy, statement or procedure actually or allegedly promulgated, created by, or distributed by the franchisor;
2. a class action against the **Company** and the franchisor or other franchisees, including a **Claim** in which the **Company** is alleged to be a member of a class of plaintiffs or defendants;
3. allegations the **Company** acted in concert or pursuant to some agreement with the franchisor or other franchisee; or
4. a **Claim** brought by the franchisor against any **Insureds**.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Exclusion (Gender Compensation/Advancement)

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section IV of the Policy is amended to add the following:

any actual or alleged failure to pay, compensate or advance (including promotions and transfers) any individuals based upon an individual's gender.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Exclusion (Individual)

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section III Subsection J of the Policy is deleted and replaced as follows:

J. **"Insured(s)"** shall mean the **Company**, current, former and future members, managers, directors, officers and **Employees**. It is understood and agreed that the following individual(s) shall not be considered an **Insured**:

(list here)

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Exclusion (Interested Party)

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section IV of the Policy is amended to add the following:

any matter brought or maintained by or on behalf of <to be determined> and/or its subsidiaries and/or its affiliates and/or its directors and/or officers.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Exclusion (Leased Employee)

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section III Subsection G of the Policy is deleted and replaced as follows:

- G. **"Employee"** shall mean any person whose labor or service is engaged by and directed by the **Company**, **Employee** shall include current, former and future full-time, part-time, seasonal and temporary workers as well as volunteers whose labor or service is or was engaged by and directed by the **Company**. **Employee** shall include an applicant for employment as an **Employee** with the **Company**. **Employee** shall not include an independent contractor or an individual working for the **Company** pursuant to an independent contractor agreement and leased individuals.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Exclusion (Partner/Principal/Owner)

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section IV of the Policy is amended to add the following:

any matter brought by or on behalf of a past or present partner, principal, or owner of the **Insured**, or based upon or arising out of the obtaining or failure to obtain ownership interest or a partnership in the **Company**.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Exclusion (Past Acts Specific Entity)

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section IV of the Policy is amended to add the following:

any actual or alleged **Wrongful Act** by or involving _____ prior to _____.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Exclusion (Physician/Doctor)

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section IV of the Policy is amended to add the following:

any matter brought by or on behalf of any doctor or physician.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Exclusion (Punitive Damages)

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section III Subsection D of the Policy is deleted and replaced by the following:

D. **“Damages”** shall mean any amount that the **Insureds** are legally obligated to pay solely as a result of a **Claim**, including judgments, pre- and post-judgment interest, settlements, back pay, front pay, damages for mental anguish and emotional distress, compensatory damages, statutory attorneys' fees, and liquidated damages awarded pursuant to the Age Discrimination in Employment Act or the Equal Pay Act.

Damages shall not include:

1. severance pay;
2. damages determined to be owed under an express contract (oral or written), including a contract of employment or an express obligation to make such payments in the event of the termination of an **Employee's** employment with the **Company**;
3. payments for stock option, stock grant, or stock appreciation rights;
4. bonus, commission or unpaid wages, including but not limited to earned time-off and overtime;
5. payments or costs associated with insurance plan benefits, social security, workers' compensation, retirement or pension benefits;
6. any costs or expenses incurred by an **Insured** in making physical changes, modifications, alterations or improvements as part of an accommodation of any disabled person pursuant to the Americans with Disabilities Act or any similar federal, state or local law; and
7. any punitive damages award.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Exclusion (Reduction in Force)

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section IV of the Policy is amended to add the following:

any layoff, reorganization, or downsizing operation involving <enter percentage here> or more of the **Insureds** total workforce or <enter percentage here> or more of its workforce at any one facility or department within a 90 day period; provided, however, this exclusion shall not apply in the event the **Insureds** consult with and substantially follow the advice of labor employment counsel prior to the layoff, reorganization or downsizing operation referred to above.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Exclusion (Specific Question)

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section IV of the Policy is amended to add the following:

any matter, fact, circumstance, situation, transaction or event disclosed in connection with the **Company's** response to Question <insert question number(s) here> of the **Application** or Supplemental Application signed and dated <insert date here>.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Exclusion (Subsidiary)

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section III Subsection O of the Policy is deleted and replaced as follows:

- O. **"Subsidiary"** shall mean any entity of which the **Company** owns more than 50% of the outstanding voting securities on the inception date of this Policy. **Subsidiary** shall include a subsidiary of a **Subsidiary** and any entity created or acquired after the inception date of this Policy, as described in Section X Subsection B of this Policy.

It is understood and agreed that **Subsidiary** shall not include the following:

(list here) _____

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Exclusion (Brought By Or On Behalf Of)

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section IV of the Policy is amended to add the following:

any matter brought by or on behalf of [Name of the person(s) and/or entity(ies)].

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section I Insuring Agreement

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section I of the Policy, is amended as follows:

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section II Full Prior Acts Coverage Provision

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section II of the Policy, is amended as follows:

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section III Definitions

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section III of the Policy, is amended as follows:

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section IV Exclusions

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section IV of the Policy, is amended as follows:

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section V Limit of Liability and Retentions

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section V of the Policy, is amended as follows:

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section VI Defense and Settlement

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VI of the Policy, is amended as follows:

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section VII Notice of Claims and Potential Claims

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VII of the Policy, is amended as follows:

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section VIII Authority, Cancellation or Nonrenewal

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section VIII of the Policy, is amended as follows:

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section IX Extended Reporting Period

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section IX of the Policy, is amended as follows:

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Section X General Conditions

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section X of the Policy, is amended as follows:

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

Modification to Any Section

Policy Number [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that Section _____ of the Policy, is amended as follows:

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY

(A Stock Insurance Company, herein called the **Insurer**)

ARKANSAS AMENDATORY ENDORSEMENT

Policy Number: [POLICYNBR]

In consideration of the premium paid and in reliance upon all statements made and information contained in the Declarations and **Application**, the **Insurer** and the **Insureds** agree that the Policy is amended as follows:

1. Section III (D) is amended to add the following:

Punitive Damages are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.
2. Section VIII (C) is deleted and replaced as follows:
 - C.1. If this Policy has been in effect for less than sixty (60) days and is not a renewal of a Policy the **Insurer** issued, the **Insurer** may cancel this Policy by mailing to the **Company** written notice stating when, not less than twenty (20) days thereafter, such cancellation shall be effective. The **Insurer** may cancel this Policy for nonpayment of premium, in which case ten (10) days written notice shall be given to the **Company**. The mailing of such notice shall be sufficient notice, and delivery of such written notice by the **Insurer** shall be equivalent to mailing.
 2. If this Policy has been in effect for more than sixty (60) days or if this Policy is a renewal of a Policy the **Insurer** issued, the **Insurer** may cancel this Policy by mailing to the **Company** written notice stating when such cancellation shall be effective and the reason(s) therefore. The mailing of such notice shall be sufficient notice, and delivery of such written notice by the **Insurer** shall be equivalent to mailing. The **Insurer** shall provide not less than:
 - (a) ten (10) days notice of its intent to cancel for nonpayment of premium; or
 - (b) twenty (20) days notice of its intent to cancel for any of the following reasons:
 - (i) fraud or material misrepresentation made by or with the knowledge of any **Insured** under this Policy in obtaining this Policy, continuing this Policy or presenting a **Claim** under this Policy;
 - (ii) the occurrence of a change in the risk which substantially increases any hazard insurance against
 - (iii) violation of any local fire, health, safety, building or construction regulation or ordinance with respect to any insured property or the occupancy of the property, which substantially increases any hazard insurance against under this Policy;
 - (iv) nonpayment of membership dues in those cases where the bylaws, agreements, or other legal instruments of the **Insurer** require payment as a condition of issuance and maintenance of the Policy; or
 - (v) a material violation of a material provision of this Policy.
3. Section IX is deleted and replaced as follows:
 - A. If the **Insurer** or the **Company** cancels or nonrenews this Policy, the **Insureds** shall have the right

to an automatic extended reporting period (herein called the Automatic Extension Period) for a period of sixty (60) days following the effective date of such cancellation or nonrenewal. Following the expiration of the Automatic Extension Period, the **Insureds** shall have the right to purchase an optional extended reporting period (herein called the Extended Reporting Period) for a period of 12 months, 24 months, or 36 months. The Automatic Extension Period and the Extended Reporting Period are not an extension of coverage, but rather an extension of the **Policy Period** for **Claims** first made against the **Insureds** during the Automatic Extension Period or the Extended Reporting Period, but only with respect to **Wrongful Acts** committed prior to the effective date of cancellation or nonrenewal and otherwise covered by this Policy. The Limit of Liability for the Extended Reporting Period shall be no less than the greater of the amount of coverage remaining in the expiring Policy or fifty (50%) percent of the Limit of Liability set forth in Item 3. of the Declarations.

- B. The Automatic Extension Period shall be provided at no additional charge to the **Insured**. The additional premium for the Extended Reporting Period shall be 75% of the annual premium set forth in the Declarations for the 12 month period; 125% of the annual premium set forth in the Declarations for the 24 month period; or 175% of the annual premium set forth in the Declarations for the 36 month period. The additional premium paid for the Extended Reporting Period shall be fully earned at its commencement.
- C. The right to purchase the Extended Reporting Period shall terminate unless an **Insured** provides to the **Insurer** a written request for the Extended Reporting Period within thirty (30) days after the effective date of cancellation or nonrenewal, together with full payment of the premium for the Extended Reporting Period.
- D. Any notice of cancellation or nonrenewal pursuant to Section VIII, shall include a disclosure advising the **Insured** of the availability of, the premium for, and the importance of purchasing the Extended Reporting Period.
- E. This Policy will not provide coverage for **Loss** arising from **Claims** first made against an **Insured** during the Automatic Extension Period or any properly elected Extended Reporting Period for **Wrongful Acts** occurring or allegedly occurring after the inception of the Automatic Extension Period.

This Endorsement shall be effective as of 12:01 a.m. on [ENDORSEMENTEFFDT].

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

<i>SERFF Tracking Number:</i>	<i>PRGS-125883858</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Progressive Northwestern Insurance Company</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-PNWIC-PCEPL-IF-01/08</i>		
<i>TOI:</i>	<i>17.1 Other Liability - Claims Made Only</i>	<i>Sub-TOI:</i>	<i>17.1010 Employment Practices Liability</i>
<i>Product Name:</i>	<i>Private Company Employment Practices Liability Program <250 Employees</i>		
<i>Project Name/Number:</i>	<i>AR-PNWIC-PCEPL-IF-01/08/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: PRGS-125883858 State: Arkansas
Filing Company: Progressive Northwestern Insurance Company State Tracking Number: EFT \$50
Company Tracking Number: AR-PNWIC-PCEPL-IF-01/08
TOI: 17.1 Other Liability - Claims Made Only Sub-TOI: 17.1010 Employment Practices Liability
Product Name: Private Company Employment Practices Liability Program <250 Employees
Project Name/Number: AR-PNWIC-PCEPL-IF-01/08/

Supporting Document Schedules

		Review Status:	
Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Approved	12/02/2008

Comments:

Attachments:

PCtrans.pdf
PCtrans-2.pdf
PCtrans-3.pdf
PCtrans-4.pdf
PCtrans-5.pdf
PCtrans-6.pdf
PCtrans-7.pdf

		Review Status:	
Satisfied -Name:	Form Index	Approved	12/02/2008

Comments:

Attachment:

AR-PNWIC-EPLI Endorsement Index 1-08.pdf

		Review Status:	
Satisfied -Name:	Form Filing Memorandum	Approved	12/02/2008

Comments:

Attachment:

AR-PNWIC-EPL Form Filing Memorandum.pdf

SERFF Tracking Number: *PRGS-125883858* *State:* *Arkansas*
Filing Company: *Progressive Northwestern Insurance Company* *State Tracking Number:* *EFT \$50*
Company Tracking Number: *AR-PNWIC-PCEPL-IF-01/08*
TOI: *17.1 Other Liability - Claims Made Only* *Sub-TOI:* *17.1010 Employment Practices Liability*
Product Name: *Private Company Employment Practices Liability Program <250 Employees*
Project Name/Number: *AR-PNWIC-PCEPL-IF-01/08/*

Attachment "PCtrans.pdf" is larger than 3MB and cannot be reproduced here.

FORM FILING SCHEDULE

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PC FFS-1

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PC FFS-1

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY
PRIVATE COMPANY EMPLOYMENT PRACTICES LIABILITY PROGRAM <250 Employees
ARKANSAS
FORMS INDEX

	Form #	Edition Date	Old Form	Approval
<u>DECLARATIONS PAGE and POLICY</u>				
Declarations Page	e2011	(01/08)		
Employment Practices Liability Insurance Policy	e3011	(01/08)		
<u>APPLICATIONS</u>				
Employment Practices Liability Application	e1011	(02/07)		
Claim Supplement Application	e1012	(02/07)		
Reduction in Force Supplement Application	e1013	(02/07)		
Increased Limits or Coverage Enhancements Supplement Application	e1014	(02/07)		
<u>AMENDMENT TO DECLARATIONS PAGE</u>				
Amendment to Declarations Page – Any Item	e2021	(01/08)		
Amendment to Declarations Page – Change Limit of Liability	e2022	(01/08)		
Amendment to Declarations Page – Change Name and/or Address	e2023	(01/08)		
Amendment to Declarations Page – Change Prior/Pending Litigation Date	e2024	(01/08)		
Amendment to Declarations Page – Change Retroactive Date	e2025	(01/08)		
Amendment to Declarations Page - Deletion of Endorsement	e2026	(01/08)		
Amendment to Declarations Page – Extend Policy Period	e2027	(01/08)		
Amendment to Declarations Page – Modify Retention	e2028	(01/08)		
Amendment to Declarations Page – Named Insured Endorsement	e2029	(01/08)		
<u>ANCILLARY ENDORSEMENTS</u>				
Modification to Section X.B. - Acquisitions	e4001	(02/07)		
Additional Defense Limit of Liability Endorsement	e4002	(01/08)		
Agreement to Implement Loss Prevention	e4003	(02/07)		
Modification to Section VIII.C. - Amend Cancellation Notice	e4004	(02/07)		
Modification to Section VIII.E. - Amend Nonrenewal Notice	e4006	(02/07)		
Cancellation Endorsement	e4007	(02/07)		
Modification to Section VI - Choice of Legal Counsel	e4008	(02/07)		
Coinurance (Third Party) Endorsement	e4009	(02/07)		
Coinurance Endorsement	e4010	(02/07)		
Modification to Section VI - Consent to Legal Counsel	e4011	(02/07)		
Consent to Settlement Provision (Specified Amount)	e4012	(02/07)		
Defense Outside the Limits of Liability Endorsement	e4013	(01/08)		
Deletion of Duty to Defend Coverage	e4014	(01/08)		
Independent Contractor Coverage	e4015	(01/08)		
Notice of Claims and Potential Claims – Change Notice Requirement	e4016	(02/07)		

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY
PRIVATE COMPANY EMPLOYMENT PRACTICES LIABILITY PROGRAM <250 Employees
ARKANSAS
FORMS INDEX

	Form #	Edition Date	Old Form	Approval
Notice of Claims and Potential Claims – Eliminate 60 Day Requirement	e4017	(02/07)		
Purchase of Extended Reporting Period	e4018	(02/07)		
Modification to Section II - Retroactive Date Endorsement	e4019	(01/08)		
Modification to Section VI - Consent to Settlement Provision (Reduction of Retention)	e4020	(01/08)		
Modification to Section VII - Notice of Claims and Potential Claims Early Claim Reporting	e4021	(01/08)		
Modification to Section VIII - Authority, Cancellation or Nonrenewal - Non-Cancellation End.	e4022	(01/08)		
Deletion of Fair Labor Standards Act Coverage	e4023	(01/08)		
Exclusion (Franchise)	e4501	(02/07)		
Exclusion (Gender Compensation/Advancement)	e4502	(02/07)		
Exclusion (Individual)	e4503	(01/08)		
Exclusion (Interested Party)	e4504	(02/07)		
Exclusion (Leased Employee)	e4505	(01/08)		
Exclusion (Partnership/Principal/Owner)	e4506	(02/07)		
Exclusion (Past Acts Specific Entity)	e4507	(02/07)		
Exclusion (Physician/Doctor)	e4508	(02/07)		
Exclusion (Punitive Damages)	e4509	(01/08)		
Exclusion (Reduction in Force)	e4510	(02/07)		
Exclusion (Specific Question)	e4511	(02/07)		
Exclusion (Subsidiary)	e4512	(01/08)		
Exclusion (Brought By Or On Behalf Of)	e4513	(01/08)		
<u>MANUSCRIPT ENDORSEMENTS</u>				
Modification to Section I – Insuring Agreement	e5010	(02/07)		
Modification to Section II - Full Prior Acts Coverage Provision	e5020	(02/07)		
Modification to Section III – Definitions	e5030	(02/07)		
Modification to Section IV – Exclusions	e5040	(02/07)		
Modification to Section V – Limit of Liability and Retentions	e5050	(02/07)		
Modification to Section VI – Defense and Settlement	e5060	(02/07)		
Modification to Section VII – Notice of Claims and Potential Claims	e5070	(02/07)		
Modification to Section VIII - Authority, Cancellation or Non-Renewal	e5080	(02/07)		
Modification to Section IX - Extended Reporting Period	e5090	(02/07)		
Modification to Section X - General Conditions	e5100	(02/07)		
Modification to Any Section	e5110	(02/07)		
Amendatory Endorsement	e7001	(01/08) AR		

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY
PRIVATE COMPANY EMPLOYMENT PRACTICES LIABILITY PROGRAM <250 Employees
FORM FILING MEMORANDUM
ARKANSAS

Our Employment Practices Liability Insurance (EPLI) program provides coverage for employers arising out of allegations of wrongful employment actions. The forms submitted in this filing and coverage provided herein is based upon coverage language similar to other companies filed forms. Modifications have been made to reflect our own terminology where applicable.

- (e2011) **Declarations Page**
- (e3011) **Employment Practices Liability Insurance Policy**
- (e1011) **Employment Practices Liability Application**
- (e1012) **Claim Supplement Application**
- (e1013) **Reduction in Force Supplement Application**
- (e1014) **Increased Limits or Coverage Enhancements Supplement Application**
- (e2021) Amendment to Declarations Page – Any Item
- (e2022) Amendment to Declarations Page-Change Limit of Liability
- (e2023) Amendment to Declarations Page-Change Name and/or Address
- (e2024) Amendment to Declarations Page-Change Prior or Pending Litigation Date
- (e2025) Amendment to Declarations Page-Change Retroactive Date
- (e2026) Amendment to Declarations Page- Deletion of Endorsement
- (e2027) Amendment to Declarations Page-Extend Policy Period
- (e2028) Amendment to Declarations Page-Modify Retention
- (e2029) Amendment to Declaration Page – Named Insured
- (e4001) **Modification to Section X.B. - Acquisitions** - Modifies the Insured's ownership percentage for an entity acquired during the policy period to become a Subsidiary. Form will only be used to increase the percentage required.
- (e4002) **Additional Defense Limit of Liability Endorsement** – Includes additional defense Limit of Liability.
- (e4003) **Agreement to Implement Loss Prevention** – Insurer agreement to provide coverage subject to the Insured adopting employment practices loss control measures.
- (e4004) **Modification to Section VIII.C. - Amend Cancellation Notice** — Modifies the number of days notice provided by the Insurer to the Insured of the Insurer's intent to cancel for any reason other than nonpayment of premium. Form will only be used to increase number of days notice required.
- (e4006) **Modification to Section VIII.E. - Amend Nonrenewal Notice** – Modifies the number of days notice provided by the Insurer to the Insured of the Insurer's intent to nonrenew. Form will only be used to increase number of days notice required.
- (e4007) **Cancellation Endorsement** – Cancels the Policy.
- (e4008) **Modification to Section VI. - Choice of Legal Counsel** – Modifies Defense section to include choice of legal counsel option.
- (e4009) **Coinsurance (Third-Party) Endorsement** – Joint assumption of the risk option for Third-Party Wrongful Acts.
- (e4010) **Coinsurance Endorsement** – Joint assumption of the risk option for Wrongful Employment Acts.

**PROGRESSIVE NORTHWESTERN INSURANCE COMPANY
PRIVATE COMPANY EMPLOYMENT PRACTICES LIABILITY PROGRAM <250 Employees**

**FORM FILING MEMORANDUM
ARKANSAS**

- (e4011) **Modification to Section VI. - Consent to Legal Counsel** – Modifies Defense section to include Insurer’s consent to specific legal counsel.
- (e4012) **Consent to Settlement Provision (Specified Amount)** - If the Insured receives a settlement offer that the Insurer deems reasonable and the Insured withholds consent to such settlement, the Insurer's liability for all Loss on account of such Claim shall not exceed the specified amount of the covered Loss, including Defense Costs incurred up to the date the settlement was proposed.
- (e4013) **Defense Outside the Limits of Liability Endorsement** –Defense costs are in addition to the Limit of Liability.
- (e4014) **Deletion of Duty to Defend Coverage** – Option to select Reimbursement coverage at policy inception.
- (e4015) **Independent Contractor Coverage** – Option to include independent contractors to the Definition of Employee.
- (e4016) **Notice of Claims and Potential Claims – Change Notice Requirement** - Modifies Section VII.A. to change the number of days notice requirement.
- (e4017) **Notice of Claims and Potential Claims – Eliminate 60 Day Requirement** - Modifies Section VII.A. of the Policy to delete the 60 day notice requirement.
- (e4018) **Purchase of Extended Reporting Period** – Premium paid and duration of Extended Reporting Period.
- (e4019) **Modification to Section II – Retroactive Date Endorsement** – Modifies Section II of the policy to stipulate a retroactive date, which excludes coverage of prior acts.
- (e4020) **Modification to Section VI – Consent to Settlement Provision (Reduction of Retention)** – Modifies Section VI of the policy to provide a reduction of retention for insurer recommended consent to settlement.
- (e4021) **Modification to Section VII – Notice of Claims and Potential Claims Early Claim Reporting** – Modifies Section VII of the policy to stipulate benefits for early reporting of claims.
- (e4022) **Modification to Section VIII – Authority, Cancellation or Nonrenewal – Non-Cancellation End.** – Modifies Section VIII of the policy to preclude cancellation of the policy for any reason other than non-payment of premium.
- (e4023) **Deletion of Fair Labor Standards Act Coverage** – This endorsement will be applied to accounts with above-average wage and hour claim exposure.
- (e4501) **Exclusion (Franchise)** – Excludes Losses resulting from any Claim related to a franchisor.
- (e4502) **Exclusion (Gender Compensation/Advancement)** – Excludes Losses resulting from any Claim related to the failure to pay, compensate or advance an individual based on gender.
- (e4503) **Exclusion (Individual)** – Modifies the definition of Insured to exclude a specific individual.
- (e4504) **Exclusion (Interested Party)** – Excludes Losses resulting from any Claim related to any matter brought by a specific entity.
- (e4505) **Exclusion (Leased Employee)** – Modifies the definition of Employee to exclude a leased employees.

PROGRESSIVE NORTHWESTERN INSURANCE COMPANY
PRIVATE COMPANY EMPLOYMENT PRACTICES LIABILITY PROGRAM <250 Employees

FORM FILING MEMORANDUM
ARKANSAS

- (e4506) **Exclusion (Partner/Principal/Owner)** – Excludes Losses resulting from any Claim related to any matter brought by a partner, principal or owner of the Insured.
- (e4507) **Exclusion (Past Acts Specific Entity)** - Excludes Losses resulting from any Claim resulting from Wrongful Acts which occurred before a specified date for a specified entity.
- (e4508) **Exclusion (Physician/Doctor)** – Excludes Losses resulting from any Claim related to any matter brought by a physician or doctor.
- (e4509) **Exclusion (Punitive Damages)** - Amends the definition of Loss to exclude punitive damages.
- (e4510) **Exclusion (Reduction in Force)** – Excludes Losses resulting from any Claim related to any layoff, reorganization or downsizing operation involving a percentage of the Insured’s workforce.
- (e4511) **Exclusion (Specific Question)** – Excludes Losses resulting from any Claim related to any matter disclosed in connection with the Insured’s response to a specific question.
- (e4512) **Exclusion (Subsidiary)** - Excludes specific subsidiaries as agreed upon between the Insurer and Insured.
- (e4513) **Exclusion (Brought By Or On Behalf Of)** - Excludes coverage for Claims brought by an individual and/or entity.(e5010) **Modification to Section I - Insuring Agreement** - Modifies Section I of the Policy as agreed upon between the Insurer and Insured.
- (e5010) **Modification to Section I - Insuring Agreement** - Modifies Section I of the Policy as agreed upon between the Insurer and Insured.
- (e5020) **Modification to Section II – Full Prior Acts Coverage Provision** - Modifies Section II of the Policy as agreed upon between the Insurer and Insured.
- (e5030) **Modification to Section III - Definitions** - Modifies Section III of the Policy as agreed upon between the Insurer and Insured.
- (e5040) **Modification to Section IV - Exclusions** - Modifies Section IV of the Policy as agreed upon between the Insurer and Insured.
- (e5050) **Modification to Section V – Limit of Liability and Retentions** - Modifies Section V the Policy as agreed upon between the Insurer and Insured.
- (e5060) **Modification to Section VI – Defense and Settlement** - Modifies Section VI of the Policy as agreed upon between the Insurer and Insured.
- (e5070) **Modification to Section VII – Notice of Claims and Potential Claims** - Modifies Section VII of the Policy as agreed upon between the Insurer and Insured.
- (e5080) **Modification to Section VIII – Authority, Cancellation or Nonrenewal** - Modifies Section VIII of the Policy as agreed upon between the Insurer and Insured.
- (e5090) **Modification to Section IX – Extended Reporting Period** - Modifies Section IX of the Policy as agreed upon between the Insurer and Insured.
- (e5100) **Modification to Section X – General Conditions** - Modifies Section X of the Policy as agreed upon between the Insurer and Insured.

**PROGRESSIVE NORTHWESTERN INSURANCE COMPANY
PRIVATE COMPANY EMPLOYMENT PRACTICES LIABILITY PROGRAM <250 Employees**

**FORM FILING MEMORANDUM
ARKANSAS**

(e5110) **Modification to Any Section** - Modifies any section of the Policy as agreed upon between the Insurer and Insured.

(e7001)AR **Amendatory Endorsement** - Amends policy to comply with state statutes.